

Commission Meeting Agenda



Mayor

Samuel D. Cobb

City Commission

R. Finn Smith – District 1
Christopher R. Mills – District 2
Larron B. Fields – District 3
Joseph D. Calderón – District 4
Dwayne Penick – District 5
Don R. Gerth – District 6

City Manager

Manny Gomez

August 5, 2024



Hobbs City Commission

Regular Meeting

City Hall, City Commission Chamber

200 E. Broadway, 1st Floor Annex, Hobbs, New Mexico

Monday, August 5, 2024 - 6:00 p.m.

Sam D. Cobb, Mayor

R. Finn Smith
Commissioner – District 1

Christopher R. Mills
Commissioner – District 2

Larron B. Fields
Commissioner – District 3

Joseph D. Calderón
Commissioner – District 4

Dwayne Penick
Commissioner – District 5

Don R. Gerth
Commissioner – District 6

A G E N D A

City Commission Meetings are
Broadcast Live on KHBX FM 99.3 Radio and
Available via Livestream at www.hobbsnm.org

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the July 15, 2024, Regular Commission Meeting (*Jan Fletcher, City Clerk*)
2. Minutes of the July 24, 2024, Special Commission Meeting (*Jan Fletcher, City Clerk*)

PROCLAMATIONS AND AWARDS OF MERIT

None

PUBLIC COMMENTS *(Citizens who wish to speak must sign the Public Comment Registration Form located in the Commission Chamber prior to the beginning of the meeting.)*

CONSENT AGENDA *(The consent agenda is approved by a single motion. Any member of the Commission may request an item to be transferred to the regular agenda from the consent agenda without discussion or vote.)*

3. Resolution No. 7522 – Appointing a Voting Delegate and Alternate Delegate for the Annual New Mexico Municipal League Conference on August 13-16, 2024, in Clovis, New Mexico *(Mayor Sam Cobb)*

DISCUSSION

None

ACTION ITEMS *(Ordinances, Resolutions, Public Hearings)*

4. Resolution No. 7523 – Opposing Construction Industries Division’s (CID) Residential Energy Conservation Code Rule Which Mandates the Implementation of Electric Vehicle Supply Equipment (EVSE) for Electric Vehicle (EV) for All Future Residential Dwellings and Commercial Facilities and Retail Spaces *(Mayor Sam Cobb)*
5. Resolution No. 7524 – Authorizing an Allocation of Lodgers’ Tax to Fund Various Events for FY 2025 *(Toby Spears, Finance Director)*
6. Resolution No. 7525 – Determining that Certain Properties are Ruined, Damaged and Dilapidated Requiring Remediation or Removal from the Municipality (617 South Eighth St., 414 East Lea, 719 South Jefferson, 414 West Clinton and 409 West Rainbow) *(Amber Leija, Assistant City Attorney; and Jessica Silva, Community Services Superintendent)*
7. Resolution No. 7526 - Authorizing the City Manager to Enter into a Contract with the Non-Metro Area Agency on Aging for the Hobbs Senior Center *(Doug McDaniel, Recreation Director; and Mary Puccio, Senior Center Director)*
8. Resolution No. 7527 – Authorizing a Memorandum of Understanding with Lea County for the Airline Subsidy for FY 24-25 *(Valerie Chacon, City Attorney)*

9. Consideration of Approval of a Professional Services Contract with Alpha Southwest in the Amount of \$903,154.52 for the Jefferson Booster Pump Station Emergency Stand-By Generator Project (*Tim Woomer, Utilities Director*)
10. Resolution No. 7528 – Authorizing a Grant Agreement with the State of New Mexico Environment Department for Project Number SAP 24-I2392-GF to Plan, Design, Construct and Equip Water Wells in the Amount of \$525,000.00 (*Tim Woomer, Utilities Director*)
11. Resolution No. 7529 – Authorizing a Grant Agreement 2024 Capital Appropriation Project Number 24-I2985 to Purchase and Equip Heavy Rescue Hazardous Material Vehicles for the Hobbs Fire Department in the Amount of \$1,500,000.00 (*Ryan Herrera, Deputy Fire Chief*)
12. Resolution No. 7530 – Authorizing a Grant Agreement 2024 Capital Appropriation Project Number 24-I2986 to Plan, Design, Construct and Improve Training Facilities, Including a Fire Training Tower and Public Safety Center for the Hobbs Fire Department in the Amount of \$1,424,000.00 (*Ryan Herrera, Deputy Fire Chief*)
13. PUBLICATION: Proposed Ordinance Consenting to the Del Norte Heights Annexation of a Portion of Section 16, Township 18 South, Range 38 East, as Requested by the Property Owner and Containing Approximately 217.05 Acres (*Todd Randall, Assistant City Manager*)
14. Resolution No. 7531 – Supporting the Proposed Issuance of Industrial Revenue Bonds to Peregrine Energy Solutions for the Construction of a Battery Energy Storage System (BESS) within the Municipal Boundaries of Hobbs Not in Excess of \$220,000,000 (*Todd Randall, Assistant City Manager*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

15. Next Meeting Dates:

➤ **City Commission Regular Meeting:**

- Monday, August 19, 2024, at 6:00 p.m.
- Tuesday, September 3, 2024, at 6:00 p.m.

ADJOURNMENT

If you are an individual with a disability who needs a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the above meeting, please contact the City Clerk's Office at (575) 397-9200 at least 72 hours prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the City Clerk's Office if a summary or other type of accessible format is needed.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 5, 2024

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: July 29, 2024
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- Regular City Commission meeting held on July 15, 2024
- Special City Commission meeting held on July 24, 2024

Fiscal Impact:

Reviewed By: _____
Finance Department

N/A

Attachments:

Minutes as referenced under "Summary".

Legal Review:

Approved As To Form: _____
City Attorney

Recommendation:

Motion to approve the minutes as presented.

Approved For Submittal By:



Department Director

City Manager

**CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

Minutes of the regular meeting of the Hobbs City Commission held on Monday, July 15, 2024, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico. This meeting was also broadcast via Livestream on the City's website at www.hobbsnm.org.

Call to Order and Roll Call

Mayor Sam Cobb called the meeting to order at 6:00 p.m. and welcomed everyone to the meeting. The City Clerk called the roll and the following answered present:

Mayor Sam D. Cobb
Commissioner Joseph D. Calderón
Commissioner Larron B. Fields
Commissioner Dwayne Penick
Commissioner Don Gerth
Commissioner Chris Mills
Commissioner R. Finn Smith

Also present:

Manny Gomez, City Manager
Valerie Chacon, City Attorney
Medjine Desrosiers-Douyon, Deputy City Attorney
Amber Leja, Assistant City Attorney
Bobby Arther, Municipal Judge
August Fons, Police Chief
Shane Blevins, Deputy Police Chief
Mark Doporto, Fire Chief
Ryan Herrera, Deputy Fire Chief
Chris Henry, Battalion Chief
Shawn Williams, Fire Marshal
Adam Marinovich, Fire Captain Inspector
Tony Alarcon, Fire Inspector
Toby Spears, Finance Director
Nicki Lawless, Library Director
Doug McDaniel, Recreation Director
Bryan Wagner, Parks and Open Spaces Director
Lou Maldonado, Parks and Open Spaces Superintendent
Matt Hughes, Rockwind Superintendent
Sheila Baker, General Services Director
Tim Woomer, Utilities Director
Meghan Mooney, Communications Director
Matt Blandin, Assistant I.T. Director
Nicholas Goulet, Human Resources Director
Selena Estrada, Risk Management
Tracy South, Assistant HR Director
Chad Littlejohn, Marketing Coordinator
Jan Fletcher, City Clerk
Alyxandra Salas, City Clerk Record Specialist
32 citizens

Invocation and Pledge of Allegiance

Commissioner Fields delivered the invocation and Commissioner Calderón led the Pledge of Allegiance.

Approval of Minutes

Commissioner Calderón moved the minutes of the regular meeting of June 3, 2024, be approved as written. Commissioner Smith seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried.

Proclamations and Awards of Merit

Mayor Cobb proclaimed the week of July 22-26, 2024 as "*Hobbs Campaign for Grade-Level Reading*" (HCGLR). He stated this proclamation is very important as it showcases how our community has come together regarding the future of the children in Hobbs. Mayor Cobb presented the proclamation to Ms. Elizabeth Weiser, HCGLR Campaign Manager. She thanked the City of Hobbs for its efforts and willingness to understand the importance of raising grade-level reading within our city. She stated the goal over the next ten years is to raise the grade level from the current rate of 33% to 80%. She stated this is an achievable goal with the help of 40 community partners with the willingness to work together to achieve it. She mentioned upcoming events which will be taking place next week and encouraged the public to follow HCGLR on Facebook where events and activities will be posted.

Mr. Manny Gomez, City Manager, recognized the following employees for their Milestone Service Awards for the month of July, 2024:

- 5 years – Maria Gonzalez De Leyva, Recreation Department
- 5 years – Brandon Pittman, Hobbs Fire Department
- 5 years – Kyle Hernandez, Hobbs Police Department
- 5 years – Manuel Guerrero, Hobbs Police Department
- 10 years – Lorenzo Villarreal, Utilities Department
- 15 years – John Able, Hobbs Fire Department
- 20 years – Elizabeth Fields, Recreation Department

Mr. Gomez thanked the Commission for recognizing the employees. Mr. Gomez reviewed highlights about the work of each employee. He expressed gratitude to each employee for their hard work and also thanked the employees' families for their contributions to the organization.

Public Comments

Mr. Raul Llanez addressed the Commission regarding the CORE and a lack of lifeguards being available to open the pool. He stated the pool was closed at the time of his visit and he was informed it was due to being understaffed. Mr. Llanez stated he pays for a monthly membership and considers this to be an issue.

Mayor Cobb stated he and Mr. Gomez would be happy to sit down and speak with him regarding the issue to clarify and discuss all concerns.

Ms. Susan Santa, Records Technician with the Hobbs Police Department (HPD), addressed the Commission on behalf of the civilian staff employees at HPD regarding workload increase. She asked for an investment into the employees to help with this workload to maintain the highest level of professionalism for the Police Department. She stated surrounding departments have received significant increases whereas the City increases have only been cents on the dollar.

Mayor Cobb stated there have been internal conversations with the City Manager and the Police Chief regarding this matter and they do have a sincere interest in trying to rectify the situation. Mayor Cobb thanked Ms. Santa and the group of employees for expressing their concerns to the Commission, and he thanked them for their time and respect on the matter.

Mr. David Torres, a Sergeant with the HPD and President of the Union, addressed the current state of the HPD and the struggles they have been facing, including being understaffed and overworked. He provided information about the number of calls for service they regularly receive and the lack of patrol officers available to take those calls. He stated HPD takes pride in its work and is asking for compensation for the additional workload, and to value the employees as individuals for the work they do to protect the community.

Mayor Cobb thanked the group and stated all comments are well taken. He stated it is important for them to understand the Commission is bound by a legal Collective Bargaining Agreement with the Union and is not able to enter into negotiations with the employees. He stated if they are wanting to open this discussion back up, they can send a letter which is required by the Collective Bargaining Agreement to the City Manager and the City Attorney who are willing to look further into the matter at hand.

Consent Agenda

Mayor Cobb explained the process for the consent agenda which is reserved for items which are routine when the agenda is lengthy. He stated any member of the Commission may request an item to be transferred to the regular agenda from the consent agenda without discussion or vote.

Commissioner Calderón moved for approval of the following Consent Agenda item(s):

Resolution No. 7504 – Authorizing the Removal of Accounts Receivable for Water, Garbage and Sewer Services that have been Determined to be Uncollectable for the Period of July 1, 2019, through June 30, 2020

Resolution No. 7505 – Approving the Final Plat for Northland Estates West Subdivision Located Outside the City Limits as Requested by Berry & Gomez, LLC

Resolution No. 7506 – Approving the Final Plat for Trinity Estates Subdivision, Unit 2, as Requested by Stuard Homes, LLC

Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, and Cobb yes. The motion carried. Copies of the resolutions and supporting documentation are attached and made a part of these minutes.

Discussion

CTECH Quarterly Report for June 2024 (Jose Mares, Director of Career and Technical Education, Hobbs Municipal Schools)

Mr. Gene Strickland, Superintendent of the Hobbs Municipal Schools, introduced his team for CTECH, Ms. Kristi Hughes, Community Relations Leader, Juan Carlos Medina, Assistant Principal, Jose Mares, Director of CTECH.

Mr. Mares provided details of the 2024 CTECH Quarterly Report which includes enrollment, staffing, budget, student data and work-based learning. He reviewed enrollment numbers for the fall of 2024 which is a total of 911 students and includes students from Hobbs, Eunice, Tatum, Lovington and Jal. He stated there are new staff at CTECH, including himself, as CTE Director, Mr. Juan Carlos Medina, Assistant Principal, Ms. Cayla Teague, Math Instructor, Mr. Chuck Pierce, Mechatronics Instructor, and Mr. Robert Licon, Career Development Instructor. He reviewed the projected budget for FY 24-25 which includes grants from Perkins, Next Gen, Innovation Zone, GRO 66K, GRO 80K, and Operations HMS along with donations from EPPB, JF Maddox Foundation and Exxon Mobil. He explained the Industry Certifications which includes 139 different industry certifications which total 3,515 for the academic year of 2023-2024 with graduation rates of 176 out of 176. He stated 157 students earned dual credits for the fall semester and 305 dual credits for the spring semester.

Ms. Kristi Hughes explained work-based learning which is funded through the Innovation Zone Grant and the REC 9 Grant for "Repair Depot". She stated 158

students were hired through the district to participate in work-based learning and were able to gain opportunity and experience through the program.

Mr. Gene Strickland discussed the Endowment Fund Statement which reflects the original investment of \$5,000,000.00 upon opening the facility with a current balance of \$5,274,047.39 as of March 31, 2024.

Commissioner Calderón stated he was recently attending a leadership retreat in Taos and he received questions and comments from several people regarding CTECH. He stated people from surrounding areas are hearing about CTECH and know what the City of Hobbs is doing.

Commissioner Smith commended the staff for the work they have been doing and said recent interviews at the job fair were well received.

Mr. Strickland thanked the Commission for its comments and stated he is grateful to live in Hobbs and to be able to provide these opportunities for kids because when the kids are successful, the community thrives.

Mayor Cobb thanked Mr. Strickland and the group for their informative presentation.

Action Items

PUBLIC HEARING: Resolution No. 7507 – Application of 7-Eleven, Inc., d/b/a 7-Eleven Store #42460 for a Transfer of Ownership of Liquor License No. 0679 Located at 3400 North Dal Paso, Hobbs, New Mexico

Ms. Valerie Chacon, City Attorney, stated 7-Eleven, Inc., has applied for a transfer of ownership of 10 liquor licenses at several locations in Hobbs. All 10 of the applications received preliminary approval from the State of New Mexico and were received by the City Clerk's Office on June 10, 2024. 10 notices of hearings were published in the Hobbs News Sun and the applicant was properly notified of the hearings via certified mail.

Ms. Chacon asked if anyone was present in the audience on behalf of 7-Eleven Stores. Two representatives came forward in person, Mr. John Boen, Market Leader, and Mr. Billy Joe Schnaubert, Area Leader, along with Mr. Jason Canvasser, who attended the hearing via telephone. Mr. Canvasser stated he is general legal counsel for 7-Eleven, Inc.

Ms. Jan Fletcher, City Clerk, administered a witness oath to Mr. Canvasser who will be testifying and answering questions on behalf of 7-Eleven during the public hearings.

In response to Ms. Chacon's question, Mr. Canvasser stated he is representing the 7-Eleven Stores at the following 10 addresses: 3400 North Dal Paso, 1600 North Grimes,

3000 North Grimes, 5000 North Lovington Hwy, 2405 North Dal Paso, 808 East Marland, 712 West Marland, 3305 West Marland, 718 West Millen and 1115 South Dal Paso.

In response to Ms. Chacon's question, Mr. Canvasser stated he is not aware of any of those addresses being located within 300 feet of a church, school, or military institution.

In response to Ms. Chacon's question, Mr. Canvasser stated he is not aware of any zoning violations for those addresses as a letter was received from the City stating it has no zoning ordinances.

In response to Ms. Chacon's question, Mr. Canvasser stated he is not aware of any facts or concerns that would affect the public health, safety or morals of Hobbs related to any of those addresses which have been in operation for years.

Ms. Valerie Chacon inquired if anyone present in the audience has any comments with regard to the transfers of the liquor licenses at any of the address listed. There was no response from the audience.

There being no discussion and no public comment, Commissioner Penick moved to approve Resolution No. 7507 related to the transfer of the liquor license at 3400 North Dal Paso. Commissioner Calderón seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, and Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

PUBLIC HEARING: Resolution No. 7508 – Application of 7-Eleven, Inc., d/b/a 7-Eleven Store #42476 for a Transfer of Ownership of Liquor License No. 0798 Located at 1600 North Grimes, Hobbs, New Mexico

Based on the foregoing testimony, Ms. Chacon requested a motion to approve Resolution No. 7508 for a transfer of ownership of Liquor License No. 0798 located at 1600 North Grimes Street.

There being no discussion, Commissioner Calderón moved to approve Resolution No. 7508 related to the transfer of the liquor license at 1600 North Grimes. Commissioner Fields seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, and Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

PUBLIC HEARING: Resolution No. 7509 – Application of 7-Eleven, Inc., d/b/a 7-Eleven Store #42553 for a Transfer of Ownership of Liquor License No. 0318 Located at 3000 North Grimes, Hobbs, New Mexico

Based on the foregoing testimony, Ms. Chacon requested a motion to approve Resolution No. 7509 for a transfer of ownership of Liquor License No.0318 located at 3000 North Grimes Street.

There being no discussion, Commissioner Penick moved to approve Resolution No. 7509 related to the transfer of the liquor license at 3000 North Grimes. Commissioner Calderón seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, and Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

PUBLIC HEARING: Resolution No. 7510 – Application of 7-Eleven, Inc., d/b/a 7-Eleven Store #42590 for a Transfer of Ownership of Liquor License No. 0319 Located at 5000 North Lovington Hwy., Hobbs, New Mexico

Based on the foregoing testimony, Ms. Chacon requested a motion to approve Resolution No. 7510 for a transfer of ownership of Liquor License No. 0319 located at 5000 North Lovington Hwy.

There being no discussion, Commissioner Fields moved to approve Resolution No. 7510 related to the transfer of the liquor license at 5000 North Lovington Hwy. Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Fields yes, Calderón yes, Penick yes, Cobb yes. The motion carried. A copy of the proposed ordinance and agreement are attached and made a part of these minutes.

PUBLIC HEARING: Resolution No. 7511 – Application of 7-Eleven, Inc., d/b/a 7-Eleven Store #42558 for a Transfer of Ownership of Liquor License No. 0413 Located at 2405 North Dal Paso, Hobbs, New Mexico

Based on the foregoing testimony, Ms. Chacon requested a motion to approve Resolution No. 7511 for a transfer of ownership of Liquor License No. 0413 located at 2405 North Dal Paso Street

There being no discussion, Commissioner Gerth moved to approve Resolution No. 7509 regarding the transfer of the liquor license at 2405 North Dal Paso. Commissioner Calderón seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, and Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

PUBLIC HEARING: Resolution No. 7512 – Application of 7-Eleven, Inc., d/b/a 7-Eleven Store #21307 for a Transfer of Ownership of Liquor License No. 0399 Located at 808 East Marland, Hobbs, New Mexico

Based on the foregoing testimony, Ms. Chacon requested a motion to approve Resolution No. 7512 for a transfer of ownership of Liquor License No. 0399 located at 808 East Marland Street.

There being no discussion, Commissioner Smith moved to approve Resolution No. 7512 regarding the transfer of the liquor license at 808 East Marland as presented. Commissioner Penick seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, and Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

PUBLIC HEARING: Resolution No. 7513 – Application of 7-Eleven, Inc., d/b/a 7-Eleven Store #42543 for a Transfer of Ownership of Liquor License No. 0856 Located at 712 West Marland, Hobbs, New Mexico

Based on the foregoing testimony, Ms. Chacon requested a motion to approve Resolution No. 7513 for a transfer of ownership of Liquor License No. 0856 located at 712 West Marland Street.

There being no discussion, Commissioner Calderón moved to approve Resolution No. 7513 regarding the transfer of the liquor license at 712 West Marland as presented. Commissioner Smith seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, and Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

PUBLIC HEARING: Resolution No. 7514 – Application of 7-Eleven, Inc., d/b/a 7-Eleven Store #42475 for a Transfer of Ownership of Liquor License No. 0646 Located at 3305 West Marland, Hobbs, New Mexico

Based on the foregoing testimony, Ms. Chacon requested a motion to approve Resolution No. 7514 for a transfer of ownership of Liquor License No. 0646 located at 3305 West Marland Street.

There being no discussion, Commissioner Penick moved to approve Resolution No. 7514 regarding the transfer of the liquor license at 3305 West Marland as presented. Commissioner Fields seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, and Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

PUBLIC HEARING: Resolution No. 7515 – Application of 7-Eleven, Inc., d/b/a 7-Eleven Store #42437 for a Transfer of Ownership of Liquor License No. 0707 Located at 718 West Millen, Hobbs, New Mexico

Based on the foregoing testimony, Ms. Chacon requested a motion to approve Resolution No. 7515 for a transfer of ownership of Liquor License No. 0707 located at 718 West Millen Street.

There being no discussion, Commissioner Gerth moved to approve Resolution No. 7515 regarding the transfer of the liquor license at 718 West Millen as presented. Commissioner Smith seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, and Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

PUBLIC HEARING: Resolution No. 7516 – Application of 7-Eleven, Inc., d/b/a 7-Eleven Store #42554 for a Transfer of Ownership of Liquor License No. 0292 Located at 1115 South Dal Paso, Hobbs, New Mexico

Based on the foregoing testimony, Ms. Chacon requested a motion to approve Resolution No. 7516 for a transfer of ownership of Liquor License No. 0292 located at 1115 South Dal Paso Street.

There being no discussion, Commissioner Fields moved to approve Resolution No. 7516 regarding the transfer of the liquor license at 1115 South Dal Paso as presented. Commissioner Smith seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, and Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 7517 – Authorizing a Professional Services Agreement with the Economic Development Corporation of Lea County for FY 24-25

Ms. Valerie Chacon, City Attorney, explained the resolution authorizing a Professional Services Agreement with the Economic Development Corporation of Lea County (EDC) for FY 24-25. She stated this is a one-year agreement with the EDC which includes funding for the airline subsidy to maintain commercial jet service to and from Hobbs and this funding is jointly shared between the City of Hobbs and Lea County. Ms. Chacon stated the total amount for the airline subsidy is \$3,479,596.50. She reviewed the amounts for the other funding provided to the EDC as outlined in the resolution and agreement.

Mr. Gary Schubert, Chairman of the EDC Board, introduced several members of the Board, including Ms. Jennifer Grassham, Mr. Sam Spencer, Mr. James Lackey, and Mr. Richard Martin, who are all members of the Executive Committee. He stated the EDC pledges to work diligently towards providing the City with the best value towards its investment in terms of recruitment, job development and economic growth.

Commissioner Gerth inquired if the percentage of operating revenue from private funds has grown in proportion to the City's funds. Ms. Grassham responded it has grown and a big part of their plan is to engage more businesses in the County.

There being no further discussion, Commissioner Calderón moved to approve Resolution No. 7517 as presented. Commissioner Smith seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and agreement are attached and made a part of these minutes.

Resolution No. 7518 – Authorizing a Professional Services Agreement with the Boys and Girls Club of Hobbs in the Amount of \$180,000.00 Regarding Operations and a Summer Program (Doug McDaniel, Recreation Director)

Mr. Doug McDaniel, Recreation Director, stated in July of 2023, City of Hobbs entered into a Professional Services Agreement for the operation of a nine-week Summer Program, also known as the Summer Recess Program, which also includes a program for those with special needs. The Club also executes the contract with Gus Macker, Inc., which provides scorekeepers and referees. Mr. McDaniel stated the funding for FY 24 was amended in June 2024 to \$99,000.00. He explained to better assist the Boys and Girls Club with actual expenditures related to operations, the Summer Program and conducting the Gus Macker Basketball Tournament, the funding request for the FY 25 Professional Services Agreement is recommended to be \$180,000.00. Of this, \$145,000.00 is for operations and the Summer Program and \$35,000.00 is for the Gus Macker Tournament.

In response to Commissioner Fields' question, Mr. McDaniel stated he does foresee an increase in the number of teams for the tournament, considering the great turnout from the community.

Mr. Gomez commented the \$69,000.00 allocation has been the same for over 10 years.

Commissioner Mills stated he was recently at the Boys and Girls Club and had some fun interactions and talks with the kids. He stated the Boys and Girls Club does so much for the children in Hobbs.

Commissioner Penick stated he was also able to spend some time with the children at the Boys and Girls Club recently and he has heard nothing negative about the program. He stated the children and parents really enjoy the program and it is beneficial to keep it going.

Commissioner Fields stated programs like the Summer Program help with children's social skills and are really a great thing for the children.

There being no further discussion, Commissioner Penick moved to approve Resolution No. 7518 as presented. Commissioner Fields seconded the motion and a roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and agreement are attached and made a part of these minutes.

Consideration of Approval of RFP #550-24 to Provide Agent of Record Services for Health, Life and Disability Insurance Services and Recommendation to Award Proposal to HUB International (Nicholas Goulet, Human Resources Director)

Mr. Nicholas Goulet, Human Resources Director, first started by thanking the Selection Committee members, which include Mayor Cobb, Commissioner Smith, Mr. Todd Randall, Assistant City Manager, Ms. Tracy South, Assistant HR Director, Mr. Toby Spears, Finance Director, and Ms. Deborah Corral, Assistant Finance Director, for their time and guidance in this process. He stated the City solicited proposals for agent of record services as it relates to health, life, and disability insurance benefits. The committee received materials provided from each proposer and attended an in-person or zoom presentation from each of the four agencies. The committee was provided a worksheet that labeled each attribute and its point value. These attributes were also listed in the RFP. Based on the committee's evaluation, out of a possible 110 points, HUB received 93.71 points, Gallagher received 90.63 points, AON received 81.12 points and Marsh McLennan received 75.04 points. Mr. Goulet stated it is the recommendation of the Evaluation Committee to award RFP #550-24 to HUB International.

Mayor Cobb stated the whole purpose of this process is to find the best value proposition for City of Hobbs employees. Health insurance has become a very expensive and complicated benefit for employees/employers so he is hoping this can be a reset to be able to make some changes with how it is purchased to get the best value on behalf of taxpayers and citizens.

Commissioner Smith stated it is important to point out this is a very significant portion of the overall compensation the City provides to its employees. He stated it is important to be competitive with straight wages and managing this portion as it is about 25% to 30% of the overall compensation. Managing this in the most efficient way gives the City more flexibility to address some of the pay issues which were heard in earlier discussions.

There being no further discussion, Commissioner Penick moved to approve RFP #550-24 to Provide Agent of Record Services for Health, Life and Disability Insurance Services and recommendation to award the proposal to HUB International as presented. Commissioner Gerth seconded the motion and a roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the supporting documentation are attached and made a part of these minutes.

Comments by City Commissioners, City Manager

Mr. Gomez reminded the public that the City continues to host Dumpster Days which is continuing with two more pick up dates and locations. Dates and locations are Saturday, July 20, 2024, at Charlie Brown Park and Saturday, July 27, 2024, at Marland and 5th Street. He thanked the City of Hobbs Code Enforcement Department for promoting Hobbs Beautiful and Commissioner Fields for his leadership regarding Dumpster Days.

Mr. Gomez recognized Ms. Meghan Mooney, Communications Director, who has recently submitted her resignation with the City. He thanked Ms. Mooney for her hard work and dedication over the course of eight years and the positive image she has maintained within the Department.

Commissioner Gerth thanked Ms. Mooney for all of the help she has provided during the years, not only to the Commission, but also to the community.

Commissioner Mills thanked Ms. Mooney and recognized her growth over the years.

Commissioner also Mills noted there is a large presence at tonight's meeting and thanked everyone for their participation and willingness to show up. He stated for whatever reason it was that brought citizens to the meeting, their concerns were heard.

Commissioner Fields thanked Ms. Mooney for all of her help over the years. He thanked City Staff for the effort that has been put forth into cleaning up District 3. He stated that he visited the CORE over the past two weekends and noted a couple of events, the Wheelchair Tournament and the 3K/5K walk/run. He stated he enjoyed both events and thanked the CORE staff for their hard work and effort that is put forth into all of these events.

Commissioner Calderón also thanked Ms. Mooney for the job she has done at the City.

Commissioner Penick thanked Ms. Mooney for all she has done at the City and wished her well.

Commissioner Penick also thanked the Hobbs Police Department, Hobbs Fire Department and all City employees. He stated City Staff is appreciated and respected for all their hard work and efforts, and as City officials, they are willing to help in any way they can with concerns which may arise.

Commissioner Penick stated Saturday's events were unfortunate with former President Trump and asked for prayers for the family members of all who were involved. He expressed hope we can all come together as a Country, no matter what political view one has, and stand together as Americans first.

Commissioner Fields stated that he looks forward to finding a resolution regarding concerns from City staff.

Commissioner Smith stated he was also torn by Saturday's events and asked everyone to look for ways as a Country to try and address the issue. He stated we could start by looking at our own community and agreeing to debate wholeheartedly and respectfully.

Commissioner Smith also thanked Ms. Mooney and wished her the best of luck in future endeavors.

Mayor Cobb stated Ms. Mooney has been a tremendous asset in the City of Hobbs, and he is very grateful she will be staying within the community.

ADJOURNMENT

There being no further business or comments, Commissioner Calderón moved that the meeting adjourn. Commissioner Gerth seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried and the meeting adjourned at 7:31 p.m.

SAM COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Minutes of the special meeting of the Hobbs City Commission held on Wednesday, July 24, 2024, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico. This meeting was also broadcast via Livestream on the City's website at www.hobbsnm.org.

Call to Order and Roll Call

Mayor Sam Cobb called the meeting to order at 5:00 p.m. and welcomed everyone to the meeting. The City Clerk called the roll and the following answered present:

Mayor Sam D. Cobb
Commissioner Finn Smith
Commissioner Chris Mills
Commissioner Joseph D. Calderón
Commissioner Larron B. Fields
Commissioner Dwayne Penick
Commissioner Don Gerth

Also present:

Manny Gomez, City Manager
Todd Randall, Assistant City Manager
Valerie Chacon, City Attorney
Toby Spears, Finance Director
Deb Corral, Assistant Finance Director
Bobby Arther, Municipal Judge
August Fons, Police Chief
Marina Barrientes, Police Lieutenant
Danny Garrett, Police Captain
Mark Doporto, Fire Chief
Ryan Herrera, Deputy Fire Chief
Shawn Williams, Fire Marshal
Adam Marinovich, Fire Captain Inspector
Anthony Henry, City Engineer
Nicki Lawless, Library Director
Melody Maldonado, Assistant Library Director
Shelia Baker, General Services Director
Edward Trevino, Fleet Manager
Tim Woomer, Utilities Director
Lyndsey Henderson,
Bryan Wagner, Parks and Open Spaces Director
Lou Maldonado, Parks and Open Spaces Superintendent
Matt Hughes, Rockwind Superintendent
Nicholas Goulet, Human Resources Director
Tracy South, Assistant HR Director
Chad Littlejohn, Marketing Coordinator
Christa Belyeu, I. T. Director
Julie Nymeyer, Executive Assistant
Jan Fletcher, City Clerk
Alyxandra Salas, City Clerk Record Specialist
5 citizens

Invocation and Pledge of Allegiance

Commissioner Fields delivered the invocation and Commissioner Mills led the Pledge of Allegiance.

Public Comments

Ms. Natalie Smith requested the Commission consider appropriating more funds for the Hobbs Animal Adoption Center as she has been trying to contact someone regarding a dog near her house. She stated she is informed the shelter is full and there are not enough resources and space needed for all of the animals. She suggested more education about the programs available such as the spay and neuter program, and more agents for accountability for the City of Hobbs.

Ms. Linda Orona stated she and her husband purchased the Inn Place Apartments located at 1028 East Bender across from the Big Lots Store. She stated she has done everything required by the City and has remodeled and cleaned up the apartments. She is now informed by the City she cannot obtain a Certificate of Occupancy on them until she replaces the roof. She stated the roof does not leak and is not damaged. Ms. Orona provided pictures of the work which has been done, and she inquired why she cannot get a Certificate of Occupancy and approval on them.

In response to Ms. Orona's statement, Mayor Cobb suggested a meeting with the City Manager to address the situation.

Commissioner Mills commented the area has been a problem for decades and there have been streetwalkers in the area related to those specific apartments. He expressed excitement the apartments have been purchased by a new owner and remodeled.

Action Items

Resolution No. 7519 – Approving Budgetary Adjustment #6 for FY 2023-2024

Ms. Deborah Corral, Assistant Finance Director, explained Budgetary Adjustment #6 for FY 2023-2024. She stated total expense increased by \$1,364.04 providing a budgeted ending cash balance of \$91,645,096.22 for all funds. Ms. Corral stated this budget adjustment includes one inter-fund transfer and the general fund reserve is being reduced from 51% to 50%.

There being no discussion, Commissioner Gerth moved to approve Resolution No. 7519 as presented. Commissioner Calderón seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached.

Resolution No. 7520 – Approving the FY 2024 Department of Finance and Administration (DFA) 4th Quarter Financial Report

Ms. Corral explained the 4th Quarter Financial Report for FY 24. She stated the ending cash balance of \$191,898,420.83 represents actual revenue and expenditure activity from July 1, 2023, through June 30, 2024. Ms. Corral stated the year-to-date actual revenues and expenditures for the period are \$148,588,510.72 and \$136,294,746.69, respectively.

In response to Mayor Cobb's question regarding an infusion of cash during the year, Ms. Corral stated there was \$2,800,000.00 from Lea County for housing and \$18,500,000.00 in FY 21-22 which will stay in the cash fund.

There being no further discussion, Commissioner Calderón moved to approve Resolution No. 7520 as presented. Commissioner Penick seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached.

Resolution No. 7521 – Approving the FY 2024-2025 Final Budget

Mr. Toby Spears, Finance Director, requested approval of the FY 24-25 Final Budget. He stated the preliminary budget was approved by the City on May 20, 2024. Incorporated into the preliminary budget are the ending cash balance as of June 30, 2024, which becomes the beginning balance of the FY 25 budget. He stated the budget also incorporates carryovers which were not completed in the FY 23-24 budget as well as new budget requests. Mr. Spears stated the City ended the year with a 50% budget and the actual reserve is 61%. He explained part of that is attributed to the \$2,800,000.00 for housing plus the \$18,000,000.00 intergovernmental grant in FY 21-22. Mr. Spears reviewed the details of a spreadsheet showing the revenue projections. Included in the Final Budget is a 3% COLA adjustment which is an enhancement from the preliminary making a total adjustment of 8%. Mr. Spears stated there is \$87,900,000.00 of final budget requests with \$104,000,000.00 in total cash. He stated the Final Budget is a large document containing a great deal of information. Mr. Spears Ms. Deb Corral, Assistant Finance Director, for working hard to complete the close of the books on June 30, 2024, and get the Final Budget complete by July 31, 2024, which is required by the State of New Mexico, Department of Finance and Administration.

Commissioner Smith stated he struggles with the decision on part this budget and discussed some of the reasons as to why. He stated the ability to pay raises and payroll are generated through the General Fund revenue. He stated in 2025, the General Fund revenues are at \$67,500,000.00 dollars. Commissioner Smith explained that some salaries go through the General Fund and other salaries go through the Enterprise Funds. He stated the importance of this ratio and what is being budgeted

this year is just under 70%. He stated in June 2024, the ratio came in at just under 60%, meaning that for every dollar that came into the General Fund, the City paid out .60¢. This year, what is being budgeted for every dollar is now .70¢. He also stated this year, because of the fact not all positions are filled, for whatever reason, there is almost \$7,000,000.00 of budgeted payroll, which is \$7,000,000.00 less than what was budgeted last year. He stated this is not realistic to net gain all of the positions within the next year, if General Fund revenues are not on the increase it will be difficult to keep up with raises for all of the people that work for the City. If revenues are not on the increase, it limits the ability of an organization to keep up with raises and all of the things that are important. Commissioner Smith stated if revenues do not grow, raises cannot be provided. He stated the City is bound by what goes through the General Fund. It also puts pressure on the private industry, and we are all reliant on each other to make a community work, to create a situation which is manageable for public and for private industry. He stated in a year from now, the numbers could look more like 62%-65%.

Mayor Cobb stated Commissioner Smith has made some very good comments, and he thanked Commissioner Smith for the detailed explanation.

In response to Commissioner Gerth's question, Commissioner Smith stated the anticipated drop he mentioned is based on the actual budget compared to what was budgeted last year. He referenced the numbers on the spreadsheet to show this comparison.

Mayor Cobb stated that governmental accounting is more complex than the private sector. In the private sector, when a budget is created, it can be changed and amended more easily. The City's budget is a contractual document with the State and if any amendments are made, it is more complex. Mayor Cobb stated this discussion has been great to have this kind of information available.

Commissioner Smith stated a lot of times employees will think that these kinds of things are out of their control; however, he explained employees can have an impact by trying to be more efficient in what is done and to figure out a way to do it with less people. He stated what this will do for budgeting will directly impact the ability to pay more for the people that are here. He stated it can add value to an employee's pay by adding value to the citizens or to the job which is being done.

There being no further discussion, Commissioner Penick moved to approve Resolution No. 7521 as presented. Commissioner Gerth seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached.

Comments by City Commissioners, City Manager

Mr. Manny Gomez, City Manager, thanked Commissioner Smith for his comments and detailed explanation on the budget process. He stated it could help us all to better understand the process of the financial budget. Mr. Gomez stated those who have been with the City have been a good steward of public dollars, and we will all continue to operate as such. He expressed appreciation to all staff who have worked on the budgetary process which starts in January of each year. Mr. Gomez stated as we move forward in the coming years, it is going to become a more complex process. He stated it is important to remember that employees are the life and blood of this organization, and he appreciates the continued support for the employees.

Mr. Gomez stated as we prepare for the beginning of the school year, he was notified there will be about a one-week delay on completion the of the Hawk Signal System installation in the areas of Marland/Clinton and Bender/Brazos.

Commissioner Gerth stated the employees of the City are the backbone of the community, and he thanked them for their time and service.

Commissioner Mills stated he recently had an interaction with a veteran who was contemplating suicide and it was very hard to get anyone to do anything about it. He stated it is disheartening how broken the system has become in government. He expressed appreciation that he can come and be surrounded by people who believe in the City.

Commissioner Mills praised the new owners of the Inn Place Apartments from the earlier discussion in the meeting and stated investments by the public into housing should be praised. He stated we should all be thinking about the community and helping out with those situations wherever we can as we are all meant to serve people. Commissioner Mills stated he appreciates all employees and that we all deserve to eat and have a place to sleep.

Commissioner Fields expressed appreciation to Mr. Toby Spears, Finance Director, and Ms. Deb Corral, Assistant Finance Director, as well as Commissioner Smith, with all the knowledge they bring, and he thanked them for explaining the budget process and breaking it down for the public. He said employees need to also take into consideration all the benefits that the City provides on top of the salary they receive, such as the equipment they operate and the vehicles they drive. He stated for a city of this size, we are doing pretty well for ourselves, and he thanked the staff for all they do, especially the Police and Fire Departments. He asked the public to imagine living in a City without any policing, and how their lives would be different. Commissioner Fields stated he understands the City employee's point of view, as he was once a City employee himself. He stated the Commission understands and hears staff and takes into consideration their needs. He agreed with Mr. Gomez that employees are the heartbeat of the organization.

Commissioner Calderon stated he concurs with Commissioner Smith, and he thanked him for breaking it down as it helped him to understand it better.

Commissioner Penick stated he appreciates the knowledge and input received from Commissioner Smith. He agreed with Commissioner Mills on the topic of the Inn Place Apartments which were renovated, and he agreed that when you invest in the City to better it, the City should be doing everything it can to offer support in that investment.

Mayor Cobb stated we are a team here at the City, and he is very appreciative of the leadership and the way the facts are brought about. He stated he wants to be sure to respond accordingly to ensure the best decisions are made for the organization and the individuals that are a part of it.

Mayor Cobb reminded everyone about the Swing Fore Nine Memorial Golf Tournament which will be held on Saturday, July 27, 2024, at Rockwind Community Links. He stated this tournament is to honor the USW students that tragically lost their lives a few years ago in a car cash, along with their families. He stated even if you are not participating in the golf tournament, members of the public are welcome to go out and show support to the families and let them know that the community still cares about them and their loss.

ADJOURNMENT

There being no further business or comments, Commissioner Calderón moved that the meeting adjourn. Commissioner Gerth seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried and the meeting adjourned at 6:15 p.m.

SAM COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

CONSENT AGENDA



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 5, 2024

SUBJECT: Voting Delegate and Alternate for the 67th Annual Conference of the New Mexico Municipal League in Clovis, New Mexico

DEPT. OF ORIGIN: Mayor's Office
DATE SUBMITTED: July 22, 2024
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The 67th Annual Conference of the New Mexico Municipal League will be held on August 13 – 16, 2024, in Clovis, New Mexico. The City of Hobbs is entitled to designate a Voting Delegate and Alternate to attend the Annual Business Meeting and vote in electing officers, deciding municipal policy and voting upon all other questions at the annual meeting.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

N/A

Attachments:

- < Resolution Appointing Voting Delegate and Alternate
- < NMML Information Packet

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Motion to approve the resolution.

Approved For Submittal By:

[Signature]
Department Director
[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

CITY OF HOBBS

RESOLUTION NO. 7522

A RESOLUTION APPOINTING A VOTING DELEGATE
AND ALTERNATE DELEGATE FOR THE ANNUAL
NEW MEXICO MUNICIPAL LEAGUE CONFERENCE

WHEREAS, the 67th Annual Conference of the New Mexico Municipal League will be held August 13 – 16, 2024, in Clovis, New Mexico; and

WHEREAS, officers will be elected and the Annual Statement of Municipal Policy and Annual Conference Resolutions will be adopted at the Annual Business Meeting; and

WHEREAS, each member municipality in good standing that is registered and attending the conference shall be entitled to one delegate vote in electing officers, deciding municipal policy and voting upon all other questions at the Annual Business Meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that DON R. GERTH is hereby appointed as the Voting Delegate for the City of Hobbs at the Annual Conference of the New Mexico Municipal League and MANNY GOMEZ is hereby appointed as the Alternate Voting Delegate.

PASSED, ADOPTED AND APPROVED this 5th day of August, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



**MUNICIPAL CLERKS: PLEASE DISTRIBUTE COPIES TO YOUR
ENTIRE GOVERNING BODY**

TO: **MAYORS/GOVERNING BODY MEMBERS**
FROM: A.J. Forte, Executive Director
SUBJECT: **2024 ANNUAL CONFERENCE VOTING DELEGATES**
DATE: July 3, 2024

The 67th Annual Conference of the NM Municipal League will be held August 13th through the 16th in Clovis.

At the Annual Business Meeting on Thursday, August 15th, a President Elect, Vice President, Treasurer, three Directors-at-Large for a 2-Year Term and one Director-at-Large for a 1-Year Term will be elected. Also, the *Annual Statement of Municipal Policy and Annual Resolutions* will be adopted.

Each member municipality in good standing that is registered and attending the Annual Conference shall be entitled to one delegate vote in electing officers, deciding municipal policy and voting upon all other questions at the Annual Business Meeting. A municipality in good standing means that at least one-half of the municipality's current League annual dues must have been paid prior to or at the Conference. The vote of the municipality is cast by the Voting Delegate (or in her/his absence, the Alternate) who is selected by the governing body of the municipality.

The Annual Business Meeting will be conducted in accordance with Robert's Rules of Order Revised, and the Annual Business Meeting Rules and Procedures, which shall govern the actions and deliberations of the League membership assembled in convention. Attached for your information are the *Policy Process Outline and the Annual Business Meeting Rules and Procedures*.

Please place the selection of a Voting Delegate and Alternate on the agenda of your next official governing body meeting. **The Voting Delegate and Alternate must be persons planning to attend the Conference.** Once they are selected, enter the names and titles of the Voting Delegate and Alternate for your municipality and **return this form to the League Office no later than Friday, August 9, 2024.**

This designation form is **not** an official registration form for the Annual Conference for either the Voting Delegate or the Alternate. *Delegates must register for the Conference either online or by form submission.*

Voting Delegates & Alternates must check in with NMML Staff at the Credential's Desk at the Conference.

Municipality: CITY OF HOBBS
Voting Delegate: DON R. GERTH Title: Commissioner
Alternate: MANNY GOMEZ Title: City Manager
Approved By: Sam D. Cobb, Mayor

RETURN BY AUGUST 9, 2024 to:

Jackie Portillo, Support Services Coordinator
NM Municipal League
P.O. Box 846 – Santa Fe, NM 87504
jportillo@nmml.org
Fax: 505-984-1392



ANNUAL CONFERENCE

POLICY PROCESS OUTLINE

and

ANNUAL BUSINESS MEETING

RULES and PROCEDURES

August 15, 2024
Clovis, NM

POLICY PROCESS OUTLINE

PRIOR TO ANNUAL CONFERENCE

1. Policy Committees meet to review previous year's conference Resolutions and Statement of Municipal Policy, as well as newly submitted Resolutions and statements to be added to Policy. Proposed Resolutions or proposed Policy Statement amendments may be submitted by Committee members, member municipalities or League subsections. Committee makes necessary amendments and adopts, rejects, refers to appropriate other committee or (if resolution is not germane to coming session) refers to following year's committee, all by simple majority of votes cast.

Committee prioritizes all Resolutions it adopts (including those staff is directed to draft) as "High," "Medium" or "Low" priority. Committee then ranks all "High" priority Resolutions in descending order, with "1" as highest rank.

Policy Committee recommendations go to the Resolutions Committee.

2. Resolutions Committee meets and reviews proposed Resolutions and proposed Statement of Municipal Policy amendments as submitted by Policy Committees. Additional proposed Resolutions or proposed Policy Statement amendments may be submitted by Committee members, member municipalities or League subsections. Resolutions Committee makes necessary amendments and adopts or rejects by simple majority of votes cast.

Resolutions Committee recommendations, adopted by simple majority of votes cast, go to Annual Business Meeting at the Annual Conference.

LEAGUE ANNUAL CONFERENCE

3. Resolutions Committee meets to consider additional proposed Resolutions or proposed Policy Statement amendments which have not been considered at its pre-conference meeting. Such proposals may be submitted by Committee members, member municipalities or League subsections. The Resolutions Committee adopts or rejects by simple majority of votes cast, any new Resolutions or amended Policy Statement.

Resolutions Committee recommendations go to Annual Business Meeting.

4. The Annual Business Meeting reviews proposed Resolutions and proposed Statement of Municipal Policy amendments submitted by Resolutions Committee. The Annual Business Meeting makes necessary amendments and adopts or rejects by simple majority of votes cast.

Conference Resolutions and the Statement of Municipal Policy adopted by the Annual Business Meeting become the League's official documents for the year ending with the next Annual Business Meeting.

AFTER ANNUAL CONFERENCE

5. At a Fall meeting of the League Board of Directors, the Board reviews the Conference Resolutions and prioritizes them for action in the upcoming legislative session. The Board then selects its top priorities to become the League's primary legislative agenda.

* * * * *

In addition, at a joint meeting of the Boards of Directors of the League and the New Mexico Association of Counties, the two boards select those resolutions of the two associations which they jointly agree deserve joint association support in the legislative session.

ANNUAL BUSINESS MEETING

RULES AND PROCEDURES

1.0 **PRESIDING OFFICER.** The Presiding Officer of the Annual Business Meeting shall be the President who shall call the business meeting to order. If the President is absent from the meeting, the presiding officer will be determined in the following order:

- President-Elect
- Vice-President
- Treasurer
- A member of the Board of Directors selected by the Board.

2.0 **FLOOR RULES.** The Presiding Officer shall control the conduct of the meeting and all floor actions, subject to challenge from delegates or the parliamentarian, if any. The Presiding Officer will take motions and seconds from the floor on matters of business, will recognize the call for the question and ask for the official vote from voting delegates. The Presiding Officer will recognize those parties wishing to address the voting delegates.

The business on the floor shall be directed by the following requirements and guidelines:

- 2.1 **Quorum.** The presence of credentialed delegates representing a majority of the member cities registered at the Annual Conference shall constitute a quorum.
- 2.2 **Rules of Order.** Robert's Rules of Order Revised shall govern the conduct of the Business Meeting unless otherwise specified in the New Mexico Municipal League By-Laws or these official rules and procedures.
- 2.3 **Parliamentarian.** A qualified parliamentarian will be appointed to assist the Presiding Officer and delegates on matters of procedure at all times during the Annual Business Meeting.

3.0 **ACCESS TO THE FLOOR - GENERAL RULES.** Access to the Annual Business Meeting shall be governed by these rules:

- 3.1 **Separation of Floor from Gallery.** The site of the business meeting shall be divided into a floor section and a gallery section. The floor section shall be further separated into a rostrum and a section for voting delegates and alternates. No one shall be given access to the voting delegates section except as provided by these rules.
- 3.2 **Delegate and Staff Access to the Floor.** To gain access to the floor, voting delegates or alternates must wear a registration name tag bearing a Delegate or Alternate sticker. Only those staff necessary for conducting the meeting shall be permitted on the floor.
- 3.3 **News Media Access to the Floor.** Members of the news media may be allowed on the floor at the discretion of the Presiding Officer.
- 3.4 **Committee Access to the Floor.** Policy committee, task force, or special committee chairpersons and vice-chairpersons, not certified to vote, may be allowed on the floor and may be recognized to speak at the discretion of the Presiding Officer.
- 3.5 **Delegates, Guests and Observers.** Any Conference delegate will have access to the gallery. Guests and observers may have access to the gallery at the discretion of the Presiding Officer. Conference delegates, guests and observers may be recognized to speak at the discretion of the Presiding Officer.

4.0 **VOTING.** Voting at the Annual Business Meeting shall be governed by the following rules:

- 4.1 **Credentials Committee.** The Credentials Committee shall have the power to determine the right of any municipality to be represented at the Annual Business Meeting of the League.
- 4.2 **Entitlement to Vote.** Each member municipality in good standing, as determined by the Credentials Committee, registered and attending the Annual Conference shall be entitled to one vote by its delegate appointed by its governing body. **Voting by proxy is prohibited. The delegate must be present to cast a vote.**

In the event that a member municipality fails to appoint a delegate, such matter shall be referred to the Presiding Officer of the Annual Business Meeting who may designate a Voting Delegate from that member municipality.

- 4.3 **Method of Voting.** Where there is more than one nominee for office, the voting shall be only by written, printed or typed ballot, and shall be counted by the Canvassing Committee. In the case of the Director-At-Large positions, the candidates receiving the largest plurality shall be elected. All other voting shall be by show of hands or voice vote, except that upon request of one-third of the delegates present, a roll call shall be called upon any question. Upon any vote, a majority of the delegates present, and voting shall prevail, except upon questions which require more than a majority vote under any of the provisions of the By-Laws.

5.0 **ELECTIONS.** Elections for officers of the Municipal League and its Board of Directors shall be governed by these rules: Elections for the following positions shall take place at the Annual Business Meeting: President, (if no President-Elect is currently holding office), President-Elect, Vice-President, Treasurer and expired At-Large Board of Directors seats, including unexpired At-Large Directorships if any.

- 5.1 **Nominating Committee.** In the absence of any declaration of candidacy for a particular office or directorship, the League President shall appoint a Nominating Committee not less than fifty-nine (59) days before the Annual Conference and written notice of such appointment shall be given to all member municipalities. The Nominating Committee shall consist of the President, who shall serve as chair, and two persons from each of the League Districts. No declared candidate for any office or for directorship shall be a member of the Nominating Committee.
- 5.2 **Nominating Committee Meeting.** When necessary, the Nominating Committee will meet not later than twenty-one (21) days prior to the Annual Conference to recommend a candidate for any undeclared office. The Nominating Committee Report shall be sent to all members within five (5) days after the finalization of the Committee Report.
- 5.3 **Nominations from the Floor.** At the Annual Business Meeting, nominations from the floor may be made by any certified voting delegate in attendance, for any office or directorship to be filled.
- 5.4 **Election of Officers and Directors.** Voting shall be conducted as set out in Procedures 4.1, 4.2 and 4.3. The nominee(s) receiving the highest number of votes shall be elected. In the case of the Directorships At-Large positions, the candidates receiving the largest plurality shall be elected.

6.0 **ADOPTION OF THE STATEMENT OF MUNICIPAL POLICY & RESOLUTIONS**

Adoption of the Statement of Municipal Policy and Resolutions as outlined in the Annual Business Meeting preface of this document shall be by a majority of votes cast by the certified voting delegates present and voting.

7.0 **ADJOURNMENT OF THE ANNUAL BUSINESS MEETING**

After the Presiding Officer has determined all business has been concluded, the Annual Business Meeting shall be closed by a motion from the floor. A motion to adjourn requires approval by a voice vote of a majority of those voting delegates present and voting.

ACTION ITEMS



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 5, 2024

SUBJECT: A RESOLUTION OPPOSING CONSTRUCTION INDUSTRIES DIVISION'S (CID) RESIDENTIAL ENERGY CONSERVATION CODE RULE WHICH MANDATES THE IMPLEMENTATION OF ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE) FOR ELECTRIC VEHICLE (EV) FOR ALL FUTURE RESIDENTIAL DWELLINGS AND COMMERCIAL FACILITIES AND RETAIL SPACES

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: July 31, 2024
SUBMITTED BY: Valerie S. Chacon, City Attorney

Summary: This resolution is to convey the City Commissions opposition to the new July 30, 2024, rules regulating and mandating EV and EVSE for vehicles in new or future residential dwellings. This Mandate places a great burden on affordable housing, small businesses and the available power infrastructure in place to support EV charging on a large scale. Furthermore, the City of Hobbs has not made sufficient research to determine a cost analysis to its tax payers

Fiscal Impact:

Reviewed By: _____
Finance Department

Attachments:
Resolution;

Legal Review:

Approved As To Form: /s/Valerie S. Chacon
City Attorney

Recommendation:

The Commission should consider the Resolution.

Approved For Submittal By:

/s/Valerie S. Chacon
Department Director

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

CITY OF HOBBS

RESOLUTION NO. 7523

A RESOLUTION OPPOSING CONSTRUCTION INDUSTRIES DIVISION'S (CID) RESIDENTIAL ENERGY CONSERVATION CODE RULE WHICH MANDATES THE IMPLEMENTATION OF ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE) FOR ELECTRIC VEHICLE (EV) FOR ALL FUTURE RESIDENTIAL DWELLINGS

WHEREAS, on January 30, 2024, the New Mexico Construction Industries Commission voted to adopt both the 2021 Commercial Energy Conservation Code and the 2021 Residential Energy Conservation Code; and

WHEREAS, the codification of 2021 New Mexico Residential Energy Conservation Code (14.6.6. NMAC) mandates that all new residential dwellings being built after July 30, 2024, must be built with Electric vehicle Supply Equipment (EVSE) for Electric Vehicles (EV); and

WHEREAS, the codification of 2021 New Mexico Commercial Energy Conservation Code (14.7.9. NMAC) mandates that all new commercial facilities, including apartment complexes and retail centers being built after July 30, 2024, must be equipped with parking spaces to support electric vehicles; and

WHEREAS, The City of Hobbs is committed to supporting all measures designed to promote the future and advancement of all Hobbs residents. This Mandate places a great burden on affordable housing, small businesses and the available power infrastructure in place to support EV charging on a large scale. Furthermore, the City of Hobbs does not believe there has been sufficient research to determine a cost analysis to its tax payers and is in opposition to the 2021 Commercial Energy Conservation Code and 2021 Residential Energy Conservation Code.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the City Commission is in opposition of this mandate.

PASSED, ADOPTED AND APPROVED this 5th day of August, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 5, 2024

SUBJECT: Authorizing an Allocation of Lodgers' Tax to Fund Various Events for Fiscal Year 2025.

DEPT. OF ORIGIN: Finance

DATE SUBMITTED: July 15, 2024

SUBMITTED BY: Toby Spears, Finance Director

Summary:

On July 10, 2024, the Lodgers' Tax Board failed to make quorum. The following entities are requesting lodgers' tax funding for future events:

	Request Description	Amount Requested
1	Hobbs Airfield Speedway Remember the Glizzy – Sept 7, 2024 Flashlight Cash Days with Limpy-Nov11/24	\$3,145.00 \$3,143.00
2	United Way of Lea County Chili Festival – Sept 27 - 28, 2024	\$9,830.00
3	Hobbs Eagle Quarterback Club HHS Home Football Games–Aug 15-Nov 8	\$17,300.00
4	Hobbs USSSA Pretty in Pink – Oct 11-13, 2024	\$9,000.00
5	New Mexico Junior College NMJC Welcome Back Weekend – Oct 4-5	\$10,070.00
6	Lea County Center for the Arts Downtown Sounds–A Night of Culture 8/31 Downtown Sounds-Saw you at the pole–9/25 Downtown Sounds-Retro Revival – 9/25	\$5,050.00 \$5,240.00 \$4,440.00
	TOTAL	\$67,218.00

Fiscal Impact:

Reviewed By: _____
Finance Department

June 30, 2024 Estimated Cash Balance) for the Lodgers' Tax Fund is as follows:

Security and Sanitation (15%)	\$ 0.00
Non-Profit/For Profit/Public Entity (20%)	\$ 308,092.68
City and County (40%)	\$ 1,007,799.55
Airline (25%)	\$ 385,164.97

The 2025 budgeted lodgers' tax revenues are projected to be \$1,750,000.00.

Attachments:

Financial Report for June 30, 2024
Resolution
Requests

Legal Review:

Approved As To Form: *Andrew Livingston*
for City Attorney

Recommendation:

City staff recommends the following allocations:

Hobbs Airfield Speedway \$6,288.00 (two events approved by Lodgers' Tax Board)

United Way of Lea Count \$9,830.00 (1 event approved by Lodgers' Tax Board)

Hobbs Eagle Quarterback Club \$10,100.00 (HHS Football Fall Season)

Hobbs USSSA \$9,000.00 (1 event)

New Mexico Junior College \$10,070.00 (1 event)

Lea County Center of the Arts \$10,290.00 (3 events)

TOTAL RECOMMENDED FUNDING

\$55,578.00

Approved For Submittal By:

Department Director

City Manager

Digitally signed by Toby Spears, CFE, CPA
DN: cn=Toby Spears, CFE, CPA, o=City of Hobbs,
ou=Finance Director, email=tbspears@hobbsnm.org, c=US
Date: 2024.06.01 07:44:18 -0600

**CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

CITY OF HOBBS

RESOLUTION NO. 7524A RESOLUTION AUTHORIZING AN ALLOCATION OF
LODGERS' TAX FUNDS

WHEREAS, the Lodgers' Tax Advisory Board failed to make quorum on July 10th, 2024, the following entities are requesting lodgers' tax funding for future events:

	Amount Requested	Lodgers' Tax Board Recommendation	City Commission Recommendation
Hobbs Airfield Speedway Remember the Glizzy – Sept 7, 2024 Flashlight Cash Days – Nov 2, 2024	\$ 3,145.00 \$3,143.00	\$ _____ \$ _____	\$ _____ \$ _____
United Way of Lea County Chili Festival – Sept 27 – 28, 2024	\$9,830.00	\$ _____	\$ _____
Hobbs Eagle Quarterback Club HHS Home Football Games-Aug/Nov.	\$17,300.00	\$ _____	\$ _____
Hobbs USSSA Pretty in Pink – Oct 11-13, 2024	\$9,000.00	\$ _____	\$ _____
New Mexico Junior College NMJC Welcome Back Weekend–Oct 4-5	\$10,070.00	\$ _____	\$ _____
Lea County Center for the Arts Downtown Sounds-A Night of Culture 8/31 Downtown Sounds-Saw you at the Pole 9/25 Downtown Sounds-Retro Revival-9/25	\$5,050.00 \$5,240.00 \$4,440.00	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____
TOTAL	\$67,218.00	\$ _____	\$ _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized to allocate Lodgers' Tax Funds in the total amounts as specified herein.

PASSED, ADOPTED AND APPROVED this 5th day of August, 2024.

SAM D. COBB, Mayor

ATTEST:

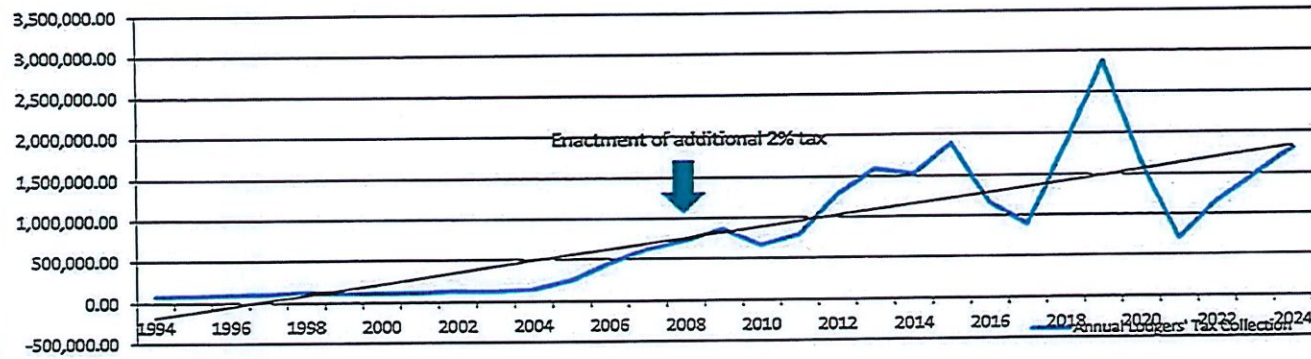
JAN FLETCHER, City Clerk

CITY OF HOBBS LODGERS' TAX REPORT

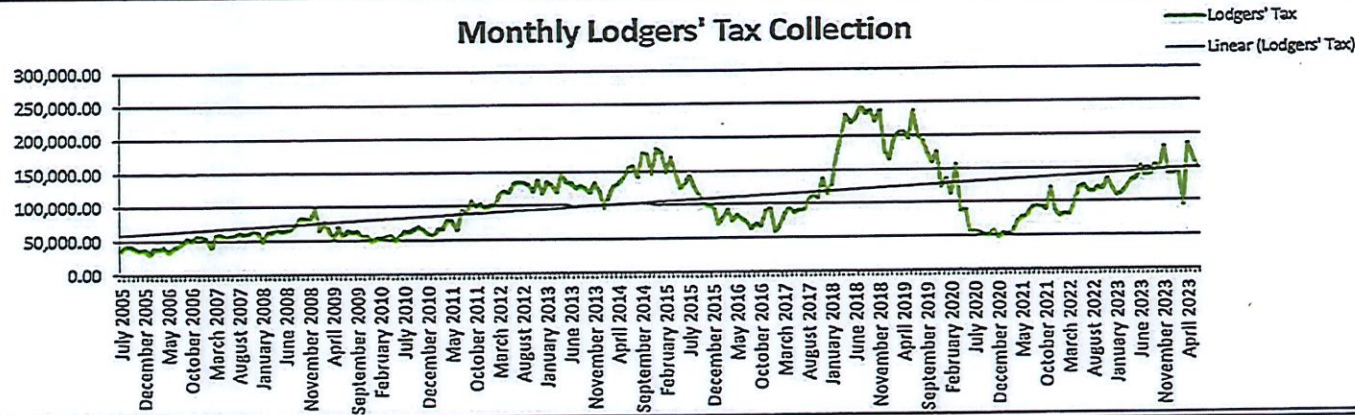
June 30, 2024

		RECEIPTS			EXPENDITURES			NET CHANGE		Cash Balance
Month	Month	Gross Taxable Revenue	239999- Lodgers' Tax	Other Income	Contract for Services	Advert & Promotion	TOTAL	For Month	YTD	
FY 2021			710,404.36							
CASH BALANCE		1,184,148.04								
July 2021		1,801,674.20	90,083.71	45.30		-	-	90,129.01	90,129.01	1,274,277.05
August 2021		1,915,939.00	95,796.95	45.20		25,355.08	25,355.08	70,487.07	160,616.08	1,344,764.12
September 2021		1,868,698.40	93,434.92	51.06		222,127.13	222,127.13	(128,641.15)	31,974.93	1,216,122.97
October 2021		1,780,151.80	89,007.59	38.65		51,709.00	51,709.00	37,337.24	69,312.17	1,253,460.21
November 2021		2,429,424.60	121,471.23	47.62		-	-	121,518.85	190,831.02	1,374,979.06
December 2021		1,744,665.80	87,233.29	96.08		305,240.26	305,240.26	(217,910.89)	(27,079.87)	1,157,068.17
SUBTOTAL		11,540,553.80	577,027.69	323.91	0.00	604,431.47	604,431.47			
January 2022		1,577,475.40	78,873.77	57.30		15,947.15	15,947.15	62,983.92	62,983.92	1,220,052.09
February 2022		1,654,709.20	82,735.46	55.26		0.00	0.00	82,790.72	82,790.72	1,302,842.81
March 2022		1,627,879.20	81,393.96	59.05		319,470.83	319,470.83	-238,017.82	-238,017.82	1,064,824.99
April 2022		1,977,060.60	98,853.03	90.76		20,000.00	20,000.00	78,943.79	78,943.79	1,143,768.78
May 2022		2,402,337.40	120,116.87	236.22		-	-	120,353.09	120,353.09	1,264,121.87
June 2022		2,498,604.00	124,930.20	515.49		302,631.99	302,631.99	-177,186.30	-177,186.30	1,086,935.57
SUBTOTAL		11,738,065.80	586,903.29	1,014.08	0.00	658,049.97	658,049.97			
CASH BALANCE		1,086,935.57	1,163,930.98			1,262,481.44				
July 2022		2,344,993.40	117,249.67	724.61		18,764.47	18,764.47	99,209.81	99,209.81	1,186,145.38
August 2022		2,301,976.00	115,098.80	1,312.73		87,372.03	87,372.03	29,039.50	128,249.31	1,215,184.88
September 2022		2,432,846.20	121,642.31	1,763.30		249,365.79	249,365.79	(125,960.18)	2,289.13	1,089,224.70
October 2022		2,381,193.20	119,059.66	1,928.75		-	-	120,988.41	123,277.54	1,210,213.11
November 2022		2,688,695.60	134,434.78	2,574.32		192,300.35	192,300.35	(55,291.25)	67,986.29	1,154,921.86
December 2022		2,419,647.60	120,982.38	3,328.48		316,325.61	316,325.61	(192,014.75)	(124,028.46)	962,907.11
SUBTOTAL		14,569,352.00	728,467.60	11,632.19	0.00	864,128.25	864,128.25			
January 2023		2,182,112.60	109,105.63	3,183.80		35,571.75	35,571.75	76,917.68	76,917.68	1,039,824.79
February 2023		2,242,822.80	112,141.14	3,788.90		53,799.13	53,799.13	62,130.91	62,130.91	1,101,955.70
March 2023		2,432,360.40	121,518.02	3,670.54		216,175.23	216,175.23	-90,886.67	-90,886.67	1,011,069.03
April 2023		2,628,350.20	131,417.51	3,871.88		72,615.52	72,615.52	62,673.87	62,673.87	1,073,742.90
May 2023		2,699,091.00	134,954.55	4,283.86		20,835.92	20,835.92	118,402.49	118,402.49	1,192,145.39
June 2023		3,048,922.00	152,446.10	4,975.72		286,912.69	286,912.69	-129,490.87	-129,490.87	1,062,654.52
SUBTOTAL		15,233,659.00	761,682.95	23,774.70	0.00	685,710.24	685,710.24			
CASH BALANCE		1,062,654.52	1,490,150.55			1,549,838.49				
July 2023		2,792,496.40	139,624.82	5,130.83		29,856.26	29,856.26	114,899.39	114,899.39	1,177,553.91
August 2023		2,827,934.60	141,396.73	5,783.05		153,485.80	153,485.80	(6,306.02)	108,593.37	1,171,247.89
September 2023		3,089,688.60	154,484.43	6,184.04		119,222.82	119,222.82	41,445.65	150,039.02	1,212,693.54
October 2023		2,965,511.60	148,275.58	6,185.97		59,931.87	59,931.87	94,529.68	244,568.70	1,307,223.22
November 2023		3,614,738.20	180,736.91	7,004.17		228,749.12	228,749.12	(41,008.04)	203,560.66	1,266,215.18
December 2023		2,846,797.60	142,339.88	6,659.29		115,573.30	115,573.30	33,425.87	236,986.53	1,299,641.05
SUBTOTAL		18,137,167.00	906,858.35	36,947.35	0.00	706,819.17	706,819.17			
January 2024		2,855,746.60	142,787.33	6,873.91		18,885.79	18,885.79	130,775.45	130,775.45	1,430,416.50
February 2024		2,959,520.00	147,976.00	7,251.02		79,129.11	79,129.11	76,097.91	76,097.91	1,506,514.41
March 2024		1,889,089.60	94,454.48	7,133.27		78,981.40	78,981.40	22,606.35	22,606.35	1,529,120.76
April 2024		3,698,689.60	184,934.48	7,662.32		157,155.63	157,155.63	35,441.17	35,441.17	1,564,561.93
May 2024		3,336,766.80	166,838.34	7,885.87		47,718.44	47,718.44	127,005.77	127,005.77	1,691,567.70
June 2024		3,004,612.60	150,230.63	8,593.83		149,334.96	149,334.96	9,489.50	9,489.50	1,701,057.20
SUBTOTAL		17,744,425.20	887,221.26	45,400.22	0.00	531,205.33	531,205.33			
CASH BALANCE		1,701,057.20	1,794,079.61	82,347.57		1,238,024.50				

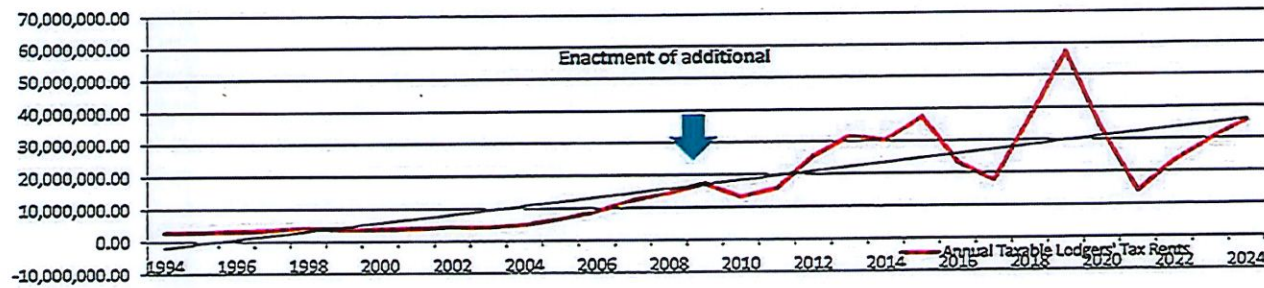
Annual Lodgers' Tax Collection

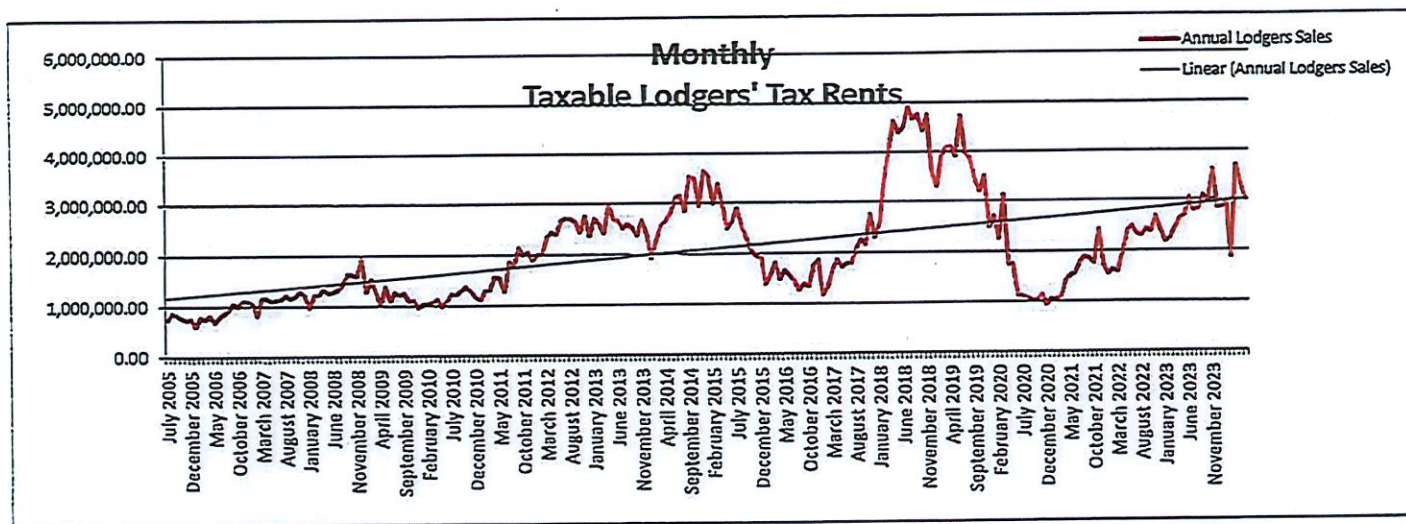


Monthly Lodgers' Tax Collection



Annual Taxable Lodgers' Tax Rents





CITY OF HOBBS LODGERS' TAX PROGRAM					
6/30/2024					
	AWARD				ACTUAL
	PROJECT	DATE	AMOUNT	EXPENSE	GRANT
6/30/2024	CASH BALANCE				1,701,057.20
Proof of Cash:					
Beginning Cash Available for Profit, Non-Profit, and Public Entities (20%)					
					195,646.18
22402398	Tuff Hedeman Bull Riding	11-21-22	20,000.00	0.00	20,000.00
22402397	New Mexico Junior College - NJCAA 2023 Outdoor Natl Champio	1-11-23	49,775.00	40,801.77	8,973.23
22402387	Hobbs Quarterback Club - Hobbs Varsity Home Games	4-12-23	9,500.00	9,280.00	220.00
22402388	Hobbs USSSA - Hobbs Superslam NIT	4-12-23	11,500.00	11,500.00	0.00
22402389	Hobbs USSSA - JB Memorial	4-12-23	12,500.00	12,500.00	0.00
22402390	Permian Basin USSSA - Bball Moms are the Best/Last Chance fo	4-12-23	44,160.00	32,662.12	11,497.88
22402386	Southwest Symphony - Americanal	4-12-23	1,280.00	0.00	1,280.00
22402393	Permian Basin USSSA - Hobbs Fall Turf Games	7-12-23	21,750.00	14,913.47	6,836.53
22402392	United Way of Lea County - Chili Festival	7-12-23	9,730.00	9,730.00	0.00
22402391	Hobbs Chamber of Commerce - 2023 Hobbs August Nites	7-12-23	6,739.30	6,739.30	0.00
22402379	Tuff Hedeman Bull Riding - 2024	10-16-2023	20,000.00	0.00	20,000.00
22402378	Cycle City Promotions - Kicker Monster Truck Show 2024	10-16-2023	25,000.00	25,000.00	0.00
22402374	Hobbs Hispano Chamber of Commerce - Mariachi Christmas	10-16-2023	22,750.00	20,121.74	2,628.26
22402382	Hobbs Airfield Speedway - Flashlight Cash Days	10-16-2023	3,145.00	3,143.50	1.50
22402375	Hobbs Chamber of Commerce - Hobbs Holiday Tournament	10-16-2023	25,000.00	23,487.26	1,512.74
22402376	Hobbs Chamber of Commerce - FeBREWARY Fest	10-16-2023	15,320.60	9,858.68	5,461.92
22402381	Permian Basin USSSA - See What You Got	10-16-2023	24,874.80	22,730.95	2,143.85
22402377	United Way of Lea County - MLK Day of Service	10-16-2023	7,675.00	6,874.11	800.89
22404856	New Mexico Junior College - NJCAA 2024 Golf Champion	1-10-2024	10,500.00	0.00	10,500.00
22404858	Hobbs Airfield Speedway - March 9 and May 10 11	1-10-2024	6,290.00	3,143.50	3,146.50
22404857	United Way of Lea County - Reading under the Lights	1-10-2024	8,225.00	0.00	8,225.00
22404899	Permian Basin USSSA - March 9 & 10 King Turf	1-10-2024	24,964.80	20,972.43	3,992.37
22404900	Permian Basin USSSA - May 11 and 12th- Moms R Best	1-10-2024	24,964.80	24,964.80	0.00
22404901	Hobbs USSSA - March 16 17, April 26, 27, May 24, 26, May 27	1-10-2024	23,500.00	0.00	23,500.00
22405613	Hobbs Chanber of Commerce - Hobbs August Nites Aug 23-24, 2	5-10-2024	20,227.75	0.00	20,227.75
22405609	Hobbs Airfied Speedway - Summer Melt Down III Aug 3,2024	5-10-2024	3,145.00	0.00	3,145.00
22405610	United Way of Lea County - Turfs - Flag Bowl - June 8, 2024	5-10-2024	9,395.00	0.00	9,395.00
22405610	United Way of Lea County - Turfs - Wheelchair Games - June 29.	5-10-2024	9,395.00	0.00	9,395.00
22405615	Permian Basin USSSA - Last Chance for Rings - July 27-28,2024	5-10-2024	24,986.00	0.00	24,986.00
22405611	Hobbs USSSA - NM Men's E State - Aug2-3, 2024	5-10-2024	5,000.00	0.00	5,000.00
22405611	Hobbs USSSA - NM/WTX All State - Aug 2-3,2024	5-10-2024	9,000.00	0.00	9,000.00
22405614	Hobbs Juneteenth Committee - Hobbs Juneteenth Festival June	5-10-2024	25,000.00	25,000.00	0.00
22405612	Sheri's House of Hope, Inc. - Hues of Hope Color Run - June 1,20	5-10-2025	9,500.00	0.00	9,500.00
22405626	Hobbs Hispano Camber Foundation - Fiesta De Septiembre - Spt	5-10-2026	25,000.00	0.00	25,000.00
TOTAL REMAINING ALLOCATION FOR PROFIT, NON-PROFIT AND PUBLIC EN			179,693.38		246,369.42
Add:	20% Monthly Tax Revenue (starting April 1st, 2013)				358,815.92
Cash Available for Allocation					308,092.68
Beginning Cash Available for Local Government (City and County) (40%)					
					645,881.35
20-27	CITY OF HOBBS - MARKETING/BRANDING CAMPAIGN	3/2/2020	250,000.00	42,507.15	207,492.85
23-12	City of Hobbs - Rockwind Golf Marketing	7-13-2022	64,650.00	38,735.00	25,915.00
22402396	Lea County Fair and Rodeo	7-12-2023	83,113.00	83,113.00	0.00
	City of Hobbs - CORE Marketing 2024	10-16-2023	99,650.00	32,926.21	66,723.79
	City of Hobbs Gus Macker	1-10-2024	17,218.00	0.00	17,218.00
	City of Hobbs - 2024 NMPRA Event	5-10-2024	38,364.00	0.00	38,364.00
	TOTAL REMAINING ALLOCATION FOR LOCAL GOVERNMENT		552,995.00	197,281.36	355,713.64
Add:	40% Monthly Tax Revenue (starting April 1st, 2013)				717,631.84
Cash Available for Allocation					1,007,799.55
Beginning Cash Available for Fire, EMS, Sanitation (15%)					
	TOTAL REMAINING ALLOCATION FOR CITY OF HOBBS POLICE AND FIRE		269,111.94	269,111.94	0.00
Add:	15% Monthly Tax Revenue (starting April 1st, 2013)			269,111.94	269,111.94
Cash Available for Allocation					-
Beginning Cash Available for Airline subsidy (25%)					
					376,425.00
	EDC - MARKETING of Airline 2023 (carryover)		8,443.96	6,164.03	2,279.93
24-01	EDC - MARKETING of Airline 2024	4-12-23	200,000.00	200,000.00	0.00

	CITY OF HOBBS LODGERS' TAX PROGRAM				
6/30/2024					
	AWARD				
	PROJECT				
		DATE	AMOUNT	EXPENSE	ACTUAL GRANT
6/30/2024	CASH BALANCE				1,701,057.20
24-07	EDC - MRG Subsidy 2024	7-12-23	151,272.00	151,272.00	0.00
	EDC - MRG Subsidy 2025		237,500.00	0.00	237,500.00
	EDC - Marketing of Airline 2025		200,000.00	0.00	200,000.00
Add:	25% Monthly Tax Revenue (starting April 1st, 2013)				448,519.90
	TOTAL REMAINING ALLOCATION FOR AIRLINE SUBSIDY				
	Cash Available for Allocation				385,164.97

Hobbs Airfield Speedway



City of Hobbs
Annual Funding Guidelines
Lodgers' Tax Requests for Proposal (RFP)
from 05/01/2022 - 06/30/2023

The City of Hobbs and the Hobbs City Commission wish to ensure that your events have the greatest chance of success. The following guidelines have been adopted by the City Commission to outline procedures for the annual expenditures of Lodgers' Tax funds.

1. The City of Hobbs is accountable to the City Commission for Lodgers' Tax Funds and is responsible for the placement of any orders involving expenditures of Lodgers' Tax funds. The table below details eligible & non-eligible expenses per Ordinance # 1052

Eligible	Non-Eligible
Professional Performance Fees	Administrative Office Overhead
Sound and Lighting as Related to Performance	Website Costs
Advertising/Promotion Items	Real Property
Sanitation	Tangible Property
Sanction Fees	

For internal control purposes of lodgers' tax funds, the organization must provide valid proof of expenditures and contracts. Cash transactions by the organization (eg: cash currency payments to individuals) will not be considered valid. All invoices and contracts must be legible. The Finance Department may ask the organization to provide a W-9 for a vendor, cleared check, bank statement or other documentation to determine whether or not the transaction is valid for lodgers' tax. **Note: If cancellation of an event results in a refund of any deposit, this refund must be returned to the City of Hobbs Lodgers' Tax Fund.**

2. The organization requesting Lodgers' Tax funding shall designate a representative to serve in the capacity of spokesperson for that organization. The representative or designee must make all attempts to attend the Lodgers' Tax meeting or City Commission meeting as appropriate when requesting funding to answer questions.
3. All Requests for Proposal's (RFP's) for Lodgers' Tax **annual** funding must be received by **March 18th, 2022**. (This is to include all events to occur during the period indicated above for which your organization is requesting funding.)
4. A proposed budget must be submitted with the RFP for annual Lodgers' Tax funding explaining how fees and other revenues are to be used and include a detailed list of estimated expenses for any and all events on an annual basis.
5. Event Summaries from prior year funding will be required during the annual presentation process. Event summaries should include the number in attendance, the number of overnight stays and the actual revenue and expenditures. **Any unspent funding at the end of the funding cycle (05/01/2022-06/30/2023) will revert back to the City of Hobbs Lodgers' Tax Fund. Expenses will NOT be reimbursed after August 31, 2023.**
6. In addition to the above listed criteria, organizations requesting funding may be asked to provide the following information:

- Proof of non-profit status and copy of last years IRS form 990
- Proof of agency good standing with the NM Corporation Commission
- Proof of Workers-Comp or Liability Insurance Coverage

Advertising not included in the initial request for funding is the RESPONSIBILITY AND OBLIGATION OF THE ORGANIZATION PLACING SUCH ORDER.

I have read and fully understand the above guidelines for the Lodgers' Tax Funding.

Samuel Anwood
Representative

Hobbs Airfield Speedway
Name of Organization

6-25-24
date

Request for Lodgers' Tax Assistance

Contact Information

Organization	Hobbs Airfield Speedway
Name of Contact	Jamal Awwad
Address	529 W. Gold Ave.
City, State Zip	Hobbs NM 88240
Phone#/Fax#	575-631-5099
email	saturdays312@yahoo.com

Event Budget

		Event 1	Event 2	Event 3	Event 4	Event 5	Total
Income	Sponsorships						-
	Sales	8,000	10,500				18,500-
	Donations						-
	Prior Year Carryover						-
	Other (please explain)						-
	Total Income	-	-	-	-	-	18,500-

		Event 1	Event 2	Event 3	Event 4	Event 5	Total
EXPENSE (NON- LODGERS' TAX	Cost of Sales Items	2,100	2,100				4,200-
	Cost of Awards	5,000	8,000				13,000-
	Building/Booth Rent						-
	Advertising						-
	Printing & Mailing						-
	Print Media						-
	Electronic Media						-
	Misc. (Please explain)						-
							-
	Total NON- LODGERS' Exp.	7,100-	10,100-	-	-	-	17,200-

NON -
LODGERS'
TAX

Lodgers' Tax Budget Summary

	Event 1	Event 2	Event 3	Event 4	Event 5	Total
Printing	-	-	-	-	-	-
Print Media	-	-	-	-	-	-
Electronic Media (Radio)	643 -	643 -	-	-	-	1,286 -
Other (Talent)	2,500 -	2,500 -	-	-	-	5,000 -
TOTAL LODGERS' TAX REQ. SUMMARY	3,143 -	3,143 -	-	-	-	6,286 -

LODGERS'
TAX

Instructions: Please complete all areas of PINK that apply. Lodgers' Tax Budget Summary must reconcile to Event Details

Lodgers' Tax Budget - Event Number 1	
Event Information	

Description

Remember The Glizzy
Sept. 7th, 2024
5333 N. A Street Hobbs NM
Backhalf No Prep Faustino's Memorial Race
Classes: Daily Driver, True Street, Small Tire, RWYB and Tailgate

150

Is this a new event?

PRINTING

PRINTING				TOTALS			
	Cost	Quantity	Total		Cost	Quantity	Total
Posters (save-the-date)			-	Flyers Tickets			0.00
Programs			-				-
	SUBTOTAL		-		SUBTOTAL		-
	Cost	Quantity	Total				
Mailings			-		TOTAL PRINTING COSTS -		

PRINT MEDIA	
-------------	--

Newspaper	Name	# of ads	Cost	Total
				-
				-
	SUBTOTAL			-
Magazine/Other	Name	# of ads	Cost	Total
				-
				-
		SUBTOTAL		-
			TOTAL PRINT MEDIA	-

ELECTRONIC MEDIA	
------------------	--

	Name	# of spots	Cost	Total
Radio	W 105	30		643 -
Television				-
				-
Social Media				-
				-
			TOTAL ELECTR. MEDIA	643 -

OTHER EXPENSE	
---------------	--

	Name	# of item	Cost	Total
Professional Performance Fees	Chris Appledorn	1	2500	2500-
Sound and Lighting Costs	(Talent)			-
Sanction Fees				-
Promotional Items (eg: tshirts, rings, etc.)				-
Other: (please list)				-
				-
				-
				-
				-
				-
				-
				-
				2500 -
			TOTAL OTHER EXPENSE	-

3143 -

Instructions: Please complete all areas of PINK that apply.

Lodgers' Tax Budget - Event Number 2

Event Information

Flashlight Cash Days with Limpy
Nov. 1st 2024
5333 N. A street Hobbs NM
Flash-light no prep Race.
Classes: Daily Driver, True Street, Small Tire, Rwy/3 and Tailgate

PRINTING

Posters (save-the-date) Programs	Cost	Quantity	Total	Flyers Tickets	Cost	Quantity	Total
			-				0.00
			-				-
	SUBTOTAL				-		
	Cost	Quantity	Total				
Mailings			-	TOTAL PRINTING COSTS -			

PRINT MEDIA

Newspaper	Name	# of ads	Cost	Total
				-
				-
	SUBTOTAL			-
Magazine/Other	Name	# of ads	Cost	Total
				-
				-
		SUBTOTAL		-
			TOTAL PRINT MEDIA	-

ELECTRONIC MEDIA	
------------------	--

	Name	# of spots	Cost	Total
Radio	W 105	30	643	643 -
Television				-
Social Media				-
				-
				-
				-
				-
			TOTAL ELECTR. MEDIA	643 -

	OTHER EXPENSE
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	Name	# of item	Cost	Total
Professional Performance Fees	talent			-
Sound and Lighting Costs	Chriss Collins (limpy)	1	2500	2500-
Sanction Fees	(Talent)			-
Promotional Items (eg: tshirts, rings, etc.)				-
Other: (please list)				-
				-
				-
				-
				-
				-
				2500-
			TOTAL OTHER EXPENSE	-

3143 -

4

United Way
of
Lea County



City of Hobbs
Annual Funding Guidelines
Lodgers' Tax Requests for Proposal (RFP)
from 05/01/2022 - 06/30/2023

The City of Hobbs and the Hobbs City Commission wish to ensure that your events have the greatest chance of success. The following guidelines have been adopted by the City Commission to outline procedures for the annual expenditures of Lodgers' Tax funds.

1. The City of Hobbs is accountable to the City Commission for Lodgers' Tax Funds and is responsible for the placement of any orders involving expenditures of Lodgers' Tax funds. The table below details eligible & non-eligible expenses per Ordinance # 1052

Eligible	Non-Eligible
Professional Performance Fees	Administrative Office Overhead
Sound and Lighting as Related to Performance	Website Costs
Advertising/Promotion Items	Real Property
Sanitation	Tangible Property
Sanction Fees	

For internal control purposes of lodgers' tax funds, the organization must provide valid proof of expenditures and contracts. Cash transactions by the organization (eg: cash currency payments to individuals) will not be considered valid. All invoices and contracts must be legible. The Finance Department may ask the organization to provide a W-9 for a vendor, cleared check, bank statement or other documentation to determine whether or not the transaction is valid for lodgers' tax. **Note: If cancellation of an event results in a refund of any deposit, this refund must be returned to the City of Hobbs Lodgers' Tax Fund.**

2. The organization requesting Lodgers' Tax funding shall designate a representative to serve in the capacity of spokesperson for that organization. The representative or designee must make all attempts to attend the Lodgers' Tax meeting or City Commission meeting as appropriate when requesting funding to answer questions.
3. All Requests for Proposal's (RFP's) for Lodgers' Tax **annual** funding must be received by **March 18th, 2022**. (This is to include all events to occur during the period indicated above for which your organization is requesting funding.)
4. A proposed budget must be submitted with the RFP for annual Lodgers' Tax funding explaining how fees and other revenues are to be used and include a detailed list of estimated expenses for any and all events on an annual basis.
5. Event Summaries from prior year funding will be required during the annual presentation process. Event summaries should include the number in attendance, the number of overnight stays and the actual revenue and expenditures. **Any unspent funding at the end of the funding cycle (05/01/2022-06/30/2023) will revert back to the City of Hobbs Lodgers' Tax Fund. Expenses will NOT be reimbursed after August 31, 2023.**
6. In addition to the above listed criteria, organizations requesting funding may be asked to provide the following information:

- Proof of non-profit status and copy of last years IRS form 990
- Proof of agency good standing with the NM Corporation Commission
- Proof of Workers-Comp or Liability Insurance Coverage

Advertising not included in the initial request for funding is the RESPONSIBILITY AND OBLIGATION OF THE ORGANIZATION PLACING SUCH ORDER.

I have read and fully understand the above guidelines for the Lodgers' Tax Funding.

Marcus Sparenberg
Representative

United Way of Lea County
Name of Organization

7/30/2023
date

Request for Lodgers' Tax Assistance
Contact Information

Organization	UNITED WAY OF LEA COUNTY
Name of Contact	Brittany Embry
Address	320 N Shipp Suite B
City, State Zip	Hobbs, NM 88240
Phone#/Fax#	575-397-2203
email	campaign@uwolc.org

Event Budget

		Event 1	Event 2	Event 3	Event 4	Event 5	Total
Income	Sponsorships	10,00.00					-
	Sales	10,000.00					10,000.00
	Donations	5,000.00					5,000.00
	Prior Year Carryover	-					-
	Other (please explain)						-
	Total Income	15,000.00	-	-	-	-	15,000.00

		Event 1	Event 2	Event 3	Event 4	Event 5	Total
EXPENSE (NON- LODGERS' TAX	Cost of Sales Items	-					-
	Cost of Awards	250.00					250.00
	Building/Booth Rent	-					-
	Advertising	500.00					500.00
	Printing & Mailing						-
	Print Media						-
	Electronic Media	500.00					500.00
	Misc. _____ (Please explain) _____						-
							-
	Total NON- LODGERS' Exp.	1,250.00	-	-	-	-	1,250.00

NON -
LODGERS'
TAX

Lodgers' Tax Budget Summary

	Event 1	Event 2	Event 3	Event 4	Event 5	Total
Printing	1,250.00	-	-	-	-	1,250.00
Print Media	900.00	-	-	-	-	900.00
Electronic Media	1,780.00	-	-	-	-	1,780.00
Other	5,900.00	-	-	-	-	5,900.00
TOTAL LODGERS' TAX REQ. SUMMARY	9,830.00	-	-	-	-	9,830.00

LODGERS'
TAX

Instructions: Please complete all areas of PINK that apply. Lodgers' Tax Budget Summary must reconcile to Event Details

Lodgers' Tax Budget - Event Number 1

Event Information

Name of Event	United Way Chili Festival		
Date	09/27-28/2024		
Location	Lea County Event Center		
Description	United Way is happy to host the Chili Festival. Different businesses and organizations will help raise funds for United Way by purchasing, cooking, and selling their version of the best chili in the southwest. All proceeds will go towards our campaign goal which helps support local non profits in our area.		
Expected Attendance	10,000	# of Overnights	3,000
Is this an annual event?	yes	Is this a new event?	no

PRINTING

	Cost	Quantity	Total		Cost	Quantity	Total
Posters (save-the-date) Programs	1.00	500	500.00	Flyers Tickets			0.00
	1.50	500	750.00				-
	SUBTOTAL		1,250.00		SUBTOTAL		-
Mailings			-		TOTAL PRINTING COSTS 1,250.00		

PRINT MEDIA

	Name	# of ads	Cost	Total
Newspaper	UWOLC Chilifest	3	300.00	900.00
				-
	SUBTOTAL			900.00
Magazine/Other				-
				-
	SUBTOTAL			-
TOTAL PRINT MEDIA				900.00

ELECTRONIC MEDIA

	Name	# of spots	Cost	Total
Radio	MTD Radio	40	10.00	400.00
	Noalmark	40	12.00	480.00
Television	KLMA Radio	40	10.00	400.00
				-
Social Media	Facebook Sponsored Ads	1	500.00	500.00
				-
TOTAL ELECTR. MEDIA				1,780.00

OTHER EXPENSE

	Name	# of item	Cost	Total
Professional Performance Fees	Local Artist Performance	3	500.00	1,500.00
Sound and Lighting Costs				-
Sanction Fees	T-Shirts	200	15.00	3,000.00
Promotional Items (eg: tshirts, rings, etc.)	Promotional Items (Hats, aprons, fans)	200	7.00	1,400.00
Other: (please list)				-
				-
				-
				-
				-
TOTAL OTHER EXPENSE				5,900.00

TOTAL REQUEST FOR EVENT 1

9,830.00

Instructions: Please complete all areas of PINK that apply.

Hobbs Eagle Quarterback Club



City of Hobbs
Annual Funding Guidelines
Lodgers' Tax Requests for Proposal (RFP)
from 05/01/2022 - 06/30/2023

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Advertising/Promotion Items	Real Property
Sanitation	Tangible Property
Sanction Fees	

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- Proof of Workers-Comp or Liability Insurance Coverage

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I have read and fully understand the above guidelines for the Lodgers' Tax Funding.

Guy Kesner and Jeromie Pickering
Representative

Hobbs Eagle Quarterback Club
Name of Organization

6/27/2024
date

Request for Lodgers' Tax Assistance
Contact Information

Organization	Hobbs Eagle Quarterback Club
Name of Contact	Guy Kesner or Jeromie Pickering
Address	PO Box 5124
City, State Zip	Hobbs, NM 88241
Phone#/Fax#	575-318-1576 (Guy) or 575-390-4793 (Jeromie)
email	hobbsquarterbackclub@gmail.com

Event Budget

		Event 1	Event 2	Event 3	Event 4	Event 5	Total
Income	Sponsorships						-
	Sales						-
	Donations						-
	Prior Year Carryover						-
	Other (please explain)						-
	Total Income	-	-	-	-	-	-
EXPENSE (NON- LODGERS' TAX		Event 1	Event 2	Event 3	Event 4	Event 5	Total
	Cost of Sales Items						-
	Cost of Awards						-
	Building/Booth Rent						-
	Advertising						-
	Printing & Mailing						-
	Print Media						-
	Electronic Media						-
	Misc. _____ (Please explain) _____						-
							-
	Total NON- LODGERS' Exp.	-	-	-	-	-	-

NON -
LODGERS'
TAX

Lodgers' Tax Budget Summary

	Event 1	Event 2	Event 3	Event 4	Event 5	Total
Printing	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	12,000.00
Print Media	-	-	-	-	-	-
Electronic Media	-	-	-	-	-	-
Other	-	-	500.00	-	-	500.00
TOTAL LODGERS' TAX REQ. SUMMARY	2,400.00	2,400.00	2,900.00	2,400.00	2,400.00	12,500.00

LODGERS'
TAX

Instructions: Please complete all areas of PINK that apply. Lodgers' Tax Budget Summary must reconcile to Event Details

Lodgers' Tax Budget - Event Number 1

Event Information

Name of Event	Hobbs High School Home Football Game			
Date	8-15-2024			
Location	Watson Memorial Stadium			
Description	Varsity Football Game			
Expected Attendance	4500	# of Overnights	TBD	
Is this an annual event?	Yes	Is this a new event?	No	

PRINTING

PRINTING COSTS				TOTAL COSTS			
Posters (save-the-date) Programs	Cost	Quantity	Total	Flyers Tickets	Cost	Quantity	Total
			-				0.00
	12.00	200	2,400.00				-
	SUBTOTAL		2,400.00		SUBTOTAL		-
Mailings	Cost	Quantity	Total		TOTAL PRINTING COSTS		
			-			2,400.00	

PRINT MEDIA

	Name	# of ads	Cost	Total
Newspaper				-
				-
	SUBTOTAL			-
Magazine/Other				-
				-
	SUBTOTAL			-
				-
TOTAL PRINT MEDIA				-

ELECTRONIC MEDIA

	Name	# of spots	Cost	Total
Radio				-
Television				-
Social Media				-
				-
				-
TOTAL ELECTR. MEDIA				-

OTHER EXPENSE

	Name	# of item	Cost	Total
Professional Performance Fees				-
Sound and Lighting Costs				-
Sanction Fees				-
Promotional Items (eg: tshirts, rings, etc.)				-
Other: (please list)				-
				-
				-
				-
				-
TOTAL OTHER EXPENSE				-

TOTAL REQUEST FOR EVENT 1

2,400.00

Instructions: Please complete all areas of PINK that apply.

Lodgers' Tax Budget - Event Number 2

Event Information

Name of Event	Hobbs High School Home Football Game			
Date	8-30-2024			
Location	Watson Memorial Stadium			
Description	Varsity Football Game			
Expected Attendance	4500	# of Overnights	TBD	
Is this an annual event?	Yes	Is this a new event?	No	
PRINTING				
Posters (save-the-date) Programs	Cost	Quantity	Total	Flyers Tickets
			-	
	12.00	200	2,400.00	
	SUBTOTAL		2,400.00	
	Cost	Quantity	Total	
Mailings			-	
TOTAL PRINTING COSTS 2,400.00				
PRINT MEDIA				
Newspaper	Name	# of ads	Cost	Total
				-
	SUBTOTAL			-
Magazine/Other	Name	# of ads	Cost	Total
				-
	SUBTOTAL			-
TOTAL PRINT MEDIA				-
ELECTRONIC MEDIA				
Radio	Name	# of spots	Cost	Total
				-
				-
				-
				-
Television				-
Social Media				-
TOTAL ELECTR. MEDIA				-
OTHER EXPENSE				
	Name	# of item	Cost	Total
Professional Performance Fees	test			-
Sound and Lighting Costs				-
Sanction Fees				-
Promotional Items (eg: tshirts, rings, etc.)				-
Other: (please list)				-
				-
				-
				-
				-
TOTAL OTHER EXPENSE				-
TOTAL REQUEST FOR EVENT 2				2,400.00

Instructions: Please complete all areas of PINK that apply.

Lodgers' Tax Budget - Event Number 3

Event Information

Name of Event	Hobbs High School Home Football Game		
Date	9-13-2024		
Location	Watson Memorial Stadium		
Description	Varsity Football Game		

Expected Attendance	4500	# of Overnights	TBD
Is this an annual event?	Yes	Is this a new event?	No

PRINTING

Posters (save-the-date) Programs	Cost	Quantity	Total	Flyers Tickets	Cost	Quantity	Total
			-				0.00
	12.00	200	2,400.00				-
	SUBTOTAL		2,400.00		SUBTOTAL		-
	Cost	Quantity	Total				
Mailings			-	TOTAL PRINTING COSTS			2,400.00

PRINT MEDIA

Newspaper	Name		# of ads	Cost	Total	
					-	
					-	
	SUBTOTAL				-	
Magazine/Other	Name		# of ads	Cost	Total	
					-	
					-	
			SUBTOTAL		-	
			TOTAL PRINT MEDIA			-

ELECTRONIC MEDIA

	Name	# of spots	Cost	Total
Radio				-
Television				-
Social Media				-
				-
TOTAL ELECTR. MEDIA				-

OTHER EXPENSE

	Name	# of item	Cost	Total
Professional Performance Fees	test			-
Sound and Lighting Costs				-
Sanction Fees				-
Promotional Items (eg: tshirts, rings, etc.)				-
Other: (please list)	Graphic Design of Program	1	500.00	500.00
				-
				-
				-
TOTAL OTHER EXPENSE				500.00

TOTAL REQUEST FOR EVENT 3

2,900.00

Instructions: Please complete all areas of PINK that apply.

Lodgers' Tax Budget - Event Number 4

Event Information

Name of Event	Hobbs High School Home Football Game				
Date	9-20-2024				
Location	Watson Memorial Stadium				
Description	Varsity Football Game				
Expected Attendance	4500	# of Overnights	TBD		
Is this an annual event?	Yes	Is this a new event?	No		
PRINTING					
Posters (save-the-date) Programs Mailings	Cost	Quantity	Total	Flyers Tickets	
			-		
	12.00	200	2,400.00		
	SUBTOTAL		2,400.00		
	Cost	Quantity	Total		
		-			
			TOTAL PRINTING COSTS		2,400.00
PRINT MEDIA					
Newspaper	Name	# of ads	Cost	Total	
				-	
	SUBTOTAL			-	
Magazine/Other	Name	# of ads	Cost	Total	
				-	
	SUBTOTAL			-	
				TOTAL PRINT MEDIA	-
ELECTRONIC MEDIA					
Radio Television Social Media	Name	# of spots	Cost	Total	
				-	
				-	
				-	
				-	
				TOTAL ELECTR. MEDIA	-
OTHER EXPENSE					
	Name	# of item	Cost	Total	
Professional Performance Fees	test			-	
Sound and Lighting Costs				-	
Sanction Fees				-	
Promotional Items (eg: tshirts, rings, etc.)				-	
Other: (please list)				-	
				-	
				-	
				-	
				-	
				-	
				TOTAL OTHER EXPENSE	-
TOTAL REQUEST FOR EVENT 4				2,400.00	

Instructions: Please complete all areas of PINK that apply.

Lodgers' Tax Budget - Event Number 5

Event Information

Name of Event	Hobbs High School Home Football Game						
Date	10-18-2024						
Location	Watson Memorial Stadium						
Description	Varsity Football Game						
Expected Attendance	4500	# of Overnights	TBD				
Is this an annual event?	Yes	Is this a new event?	No				
PRINTING							
Posters (save-the-date) Programs	Cost	Quantity	Total	Flyers Tickets	Cost	Quantity	Total
			-				0.00
	12.00	200	2,400.00				-
	SUBTOTAL		2,400.00		SUBTOTAL		-
	Cost	Quantity	Total				
Mailings			-	TOTAL PRINTING COSTS			2,400.00
PRINT MEDIA							
Newspaper	Name	# of ads	Cost	Total			
				-			
	SUBTOTAL			-			
Magazine/Other	Name	# of ads	Cost	Total			
				-			
	SUBTOTAL			-			
			TOTAL PRINT MEDIA			-	
ELECTRONIC MEDIA							
Radio	Name	# of spots	Cost	Total			
				-			
Television				-			
				-			
Social Media				-			
				-			
			TOTAL ELECTR. MEDIA			-	
OTHER EXPENSE							
	Name	# of item	Cost	Total			
Professional Performance Fees	test			-			
Sound and Lighting Costs				-			
Sanction Fees				-			
Promotional Items (eg: tshirts, rings, etc.)				-			
Other: (please list)				-			
				-			
				-			
				-			
				-			
				-			
			TOTAL OTHER EXPENSE			-	
TOTAL REQUEST FOR EVENT 5						2,400.00	

Instructions: Please complete all areas of PINK that apply.

Event Information

Name of Event	Hobbs High School Home Football Game		
Date	10-25-2024		
Location	Watson Memorial Stadium		
Description	Varsity Football Game		
Expected Attendance	4500	# of Overnigheters	TBD
Is this an annual event?	Yes	Is this a new event?	No

PRINTING

	Cost	Quantity	Total		Cost	Quantity	Total	
Posters (save-the-date) Programs			-	Flyers Tickets			0.00	
	12.00	200	2,400.00				-	
	SUBTOTAL		2,400.00		SUBTOTAL		-	
Mailings			-		TOTAL PRINTING COSTS			2,400.00

PRINT MEDIA

	Name	# of ads	Cost	Total
Newspaper				-
				-
	SUBTOTAL			-
Magazine/Other				-
				-
	SUBTOTAL			-
TOTAL PRINT MEDIA				-

ELECTRONIC MEDIA

	Name	# of spots	Cost	Total
Radio				-
Television				-
Social Media				-
				-
				-
TOTAL ELECTR. MEDIA				-

OTHER EXPENSE

	Name	# of item	Cost	Total
Professional Performance Fees				-
Sound and Lighting Costs				-
Sanction Fees				-
Promotional Items (eg: tshirts, rings, etc.)				-
Other: (please list)				-
				-
				-
				-
				-
TOTAL OTHER EXPENSE				-

TOTAL REQUEST FOR EVENT 1 <i>6 T.S</i>	2,400.00
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Instructions: Please complete all areas of PINK that apply.

Lodgers' Tax Budget - Event Number 6

Event Information

Name of Event	Hobbs High School Home Football Game		
Date	11-08-2024		
Location	Watson Memorial Stadium		
Description	Possible first round of NM State Play offs Varsity Football Game		

Expected Attendance	6000	# of Overnigheters	TBD	
Is this an annual event?	Yes	Is this a new event?	No	

PRINTING

Posters (save-the-date) Programs	Cost	Quantity	Total	Flyers Tickets	Cost	Quantity	Total
			-				0.00
	12.00	200	2,400.00				-
	SUBTOTAL		2,400.00		SUBTOTAL		-
	Cost	Quantity	Total				
Mailings			-	TOTAL PRINTING COSTS			2,400.00

PRINT MEDIA

Newspaper	Name		# of ads	Cost	Total	
					-	
					-	
	SUBTOTAL				-	
Magazine/Other	Name		# of ads	Cost	Total	
					-	
					-	
			SUBTOTAL		-	
			TOTAL PRINT MEDIA			-

ELECTRONIC MEDIA

ELECTRICAL MEDIA				
Radio Television Social Media	Name	# of spots	Cost	Total
				-
				-
				-
				-
				-
				-
			TOTAL ELECTR. MEDIA	-

OTHER EXPENSE

EXPENSES				
	Name	# of item	Cost	Total
Professional Performance Fees Sound and Lighting Costs Sanction Fees Promotional Items (eg: tshirts, rings, etc.) Other: (please list)				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
			TOTAL OTHER EXPENSE	-

TOTAL REQUEST FOR EVENT 1	2,400.00
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Instructions: Please complete all areas of PINK that apply.

Hobbs USSSA



City of Hobbs
Annual Funding Guidelines
Lodgers' Tax Requests for Proposal (RFP)
from 05/01/2022 - 06/30/2023

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Eligible	Non-Eligible
Professional Performance Fees	Administrative Office Overhead
Sound and Lighting as Related to Performance	Website Costs
Advertising/Promotion Items	Real Property
Sanitation	Tangible Property
Sanction Fees	

For internal control purposes of lodgers' tax funds, the organization must provide valid proof of expenditures and contracts. Cash transactions by the organization (eg: cash currency payments to individuals) will not be considered valid. All invoices and contracts must be legible. The Finance Department may ask the organization to provide a W-9 for a vendor, cleared check, bank statement or other documentation to determine whether or not the transaction is valid for lodgers' tax. **Note: If cancellation of an event results in a refund of any deposit, this refund must be returned to the City of Hobbs Lodgers' Tax Fund.**

2. The organization requesting Lodgers' Tax funding shall designate a representative to serve in the capacity of spokesperson for that organization. The representative or designee must make all attempts to attend the Lodgers' Tax meeting or City Commission meeting as appropriate when requesting funding to answer questions.
3. All Requests for Proposal's (RFP's) for Lodgers' Tax **annual** funding must be received by **March 18th, 2022**. (This is to include all events to occur during the period indicated above for which your organization is requesting funding.)
4. A proposed budget must be submitted with the RFP for annual Lodgers' Tax funding explaining how fees and other revenues are to be used and include a detailed list of estimated expenses for any and all events on an annual basis.
5. Event Summaries from prior year funding will be required during the annual presentation process. Event summaries should include the number in attendance, the number of overnight stays and the actual revenue and expenditures. **Any unspent funding at the end of the funding cycle (05/01/2022-06/30/2023) will revert back to the City of Hobbs Lodgers' Tax Fund. Expenses will NOT be reimbursed after August 31, 2023.**
6. In addition to the above listed criteria, organizations requesting funding may be asked to provide the following information:

- Proof of non-profit status and copy of last years IRS form 990
- Proof of agency good standing with the NM Corporation Commission
- Proof of Workers-Comp or Liability Insurance Coverage

Advertising not included in the initial request for funding is the RESPONSIBILITY AND OBLIGATION OF THE ORGANIZATION PLACING SUCH ORDER.

I have read and fully understand the above guidelines for the Lodgers' Tax Funding.

Julie Rodriguez
Representative

Hobbs USSSA
Name of Organization

6/28/2024
date

Request for Lodgers' Tax Assistance
Contact Information

Organization	Hobbs USSSA
Name of Contact	Julie Rodriguez
Address	P.O. Box 5425
City, State Zip	Hobbs NM 88241
Phone#/Fax#	575-602-1717
email	julie.rodriguez@ussa.com

Event Budget

		Event 1	Event 2	Event 3	Event 4	Event 5	Total
Income	Sponsorships						-
	Sales	30,000.00					30,000.00
	Donations						-
	Prior Year Carryover						-
	Other (please explain)						-
	Total Income	30,000.00	-	-	-	-	30,000.00
		Event 1	Event 2	Event 3	Event 4	Event 5	Total
EXPENSE (NON- LODGERS' TAX	Cost of Sales Items						-
	Cost of Awards	4,000.00					4,000.00
	Building/Booth Rent						-
	Advertising						-
	Printing & Mailing						-
	Print Media						-
	Electronic Media						-
	Misc. (Please explain)						
	Umpires, UIC and Staff	10,000.00					10,000.00
	Umpires and Staff Lodging and food	6,500.00					6,500.00
	Sanction Fees	9,000.00					9,000.00
	Total NON- LODGERS' Exp.	29,500.00	-	-	-	-	29,500.00

NON -
LODGERS'
TAX

Lodgers' Tax Budget Summary

	Event 1	Event 2	Event 3	Event 4	Event 5	Total
Printing	-	-	-	-	-	-
Print Media	-	-	-	-	-	-
Electronic Media	-	-	-	-	-	-
Other	9,000.00	-	-	-	-	9,000.00
TOTAL LODGERS' TAX REQ. SUMMARY	9,000.00	-	-	-	-	9,000.00

LODGERS'
TAX

Instructions: Please complete all areas of PINK that apply. Lodgers' Tax Budget Summary must reconcile to Event Details

Lodgers' Tax Budget - Event Number 1

Event Information

Name of Event	Pretty in Pink		
Date	October 11-13		
Location	Veteran Memorial Complex and Ziaplex		
Description	Pretty in Pink is a girls fastpitch event for ages 8-18under. This event is held in the month of October for Breast Cancer awareness .		

Expected Attendance	2000	# of Overnights	1500	
Is this an annual event?	yes	Is this a new event?	no	

PRINTING							
Posters (save-the-date) Programs	Cost	Quantity	Total	Flyers Tickets	Cost	Quantity	Total
			-				0.00
			-				-
	SUBTOTAL				-	SUBTOTAL	
Mailings	Cost	Quantity	Total				
			-	TOTAL PRINTING COSTS			

PRINT MEDIA					
Newspaper	Name	# of ads	Cost	Total	
				-	
				-	
	SUBTOTAL			-	
Magazine/Other	Name	# of ads	Cost	Total	
				-	
				-	
				-	
			SUBTOTAL	-	
				TOTAL PRINT MEDIA	-

ELECTRONIC MEDIA					
Radio Television Social Media	Name	# of spots	Cost	Total	
				-	
				-	
				-	
				-	
				-	
				TOTAL ELECTR. MEDIA	-

OTHER EXPENSE					
	Name	# of item	Cost	Total	
Professional Performance Fees	USSSA Sanction fee	1	9,000.00	9,000.00	
Sound and Lighting Costs	USSSA Rings			-	
Sanction Fees	USSSA Metals			-	
Promotional Items (eg: tshirts, rings, etc.)				-	
Other: (please list)				-	
				-	
				-	
				-	
				-	
				-	
				TOTAL OTHER EXPENSE	9,000.00

TOTAL REQUEST FOR EVENT 1	9,000.00
----------------------------------	-----------------

Instructions: Please complete all areas of PINK that apply.

New Mexico Junior College



City of Hobbs
Annual Funding Guidelines
Lodgers' Tax Requests for Proposal (RFP)
from 05/01/2022 - 06/30/2023

The City of Hobbs and the Hobbs City Commission wish to ensure that your events have the greatest chance of success. The following guidelines have been adopted by the City Commission to outline procedures for the annual expenditures of Lodgers' Tax funds.

1. The City of Hobbs is accountable to the City Commission for Lodgers' Tax Funds and is responsible for the placement of any orders involving expenditures of Lodgers' Tax funds. The table below details eligible & non-eligible expenses per Ordinance # 1052

Eligible	Non-Eligible
Professional Performance Fees	Administrative Office Overhead
Sound and Lighting as Related to Performance	Website Costs
Advertising/Promotion Items	Real Property
Sanitation	Tangible Property
Sanction Fees	

For internal control purposes of lodgers' tax funds, the organization must provide valid proof of expenditures and contracts. Cash transactions by the organization (eg: cash currency payments to individuals) will not be considered valid. All invoices and contracts must be legible. The Finance Department may ask the organization to provide a W-9 for a vendor, cleared check, bank statement or other documentation to determine whether or not the transaction is valid for lodgers' tax. **Note: If cancellation of an event results in a refund of any deposit, this refund must be returned to the City of Hobbs Lodgers' Tax Fund.**

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3. All Requests for Proposal's (RFP's) for Lodgers' Tax **annual** funding must be received by **March 18th, 2022**. (This is to include all events to occur during the period indicated above for which your organization is requesting funding.)
4. A proposed budget must be submitted with the RFP for annual Lodgers' Tax funding explaining how fees and other revenues are to be used and include a detailed list of estimated expenses for any and all events on an annual basis.
5. Event Summaries from prior year funding will be required during the annual presentation process. Event summaries should include the number in attendance, the number of overnight stays and the actual revenue and expenditures. **Any unspent funding at the end of the funding cycle (05/01/2022-06/30/2023) will revert back to the City of Hobbs Lodgers' Tax Fund. Expenses will NOT be reimbursed after August 31, 2023.**
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I have read and fully understand the above guidelines for the Lodgers' Tax Funding.

Rachel Gallagher
Representative

New Mexico Junior College
Name of Organization

6/28/2024
date

Request for Lodgers' Tax Assistance

Contact Information

Organization	New Mexico Junior College
Name of Contact	Rachel Gallagher
Address	5317 Lovington Hwy
City, State Zip	Hobbs, NM 88240
Phone#/Fax#	575-492-2778
email	rgallagher@nmjc.edu

Event Budget

		Event 1	Event 2	Event 3	Event 4	Event 5	Total	
Income	Sponsorships						-	
	Sales						-	
	Donations						-	
	Prior Year Carryover						-	
	Other (please explain)						-	
	Total Income	-	-	-	-	-	-	
		Event 1	Event 2	Event 3	Event 4	Event 5	Total	
EXPENSE (NON- LODGERS' TAX	Cost of Sales Items						-	NON - LODGERS' TAX
	Cost of Awards						-	
	Building/Booth Rent						-	
	Advertising						-	
	Printing & Mailing						-	
	Print Media						-	
	Electronic Media						-	
	Misc. _____ (Please explain) _____						-	
							-	
	Total NON- LODGERS' Exp.	-	-	-	-	-	-	

Lodgers' Tax Budget Summary

	Event 1	Event 2	Event 3	Event 4	Event 5	Total	
Printing	1,150.00	-	-	-	-	1,150.00	LODGERS' TAX
Print Media	1,920.00	-	-	-	-	1,920.00	
Electronic Media	2,000.00	-	-	-	-	2,000.00	
Other	5,000.00	-	-	-	-	5,000.00	
TOTAL LODGERS' TAX REQ. SUMMARY	10,070.00	-	-	-	-	10,070.00	

Instructions: Please complete all areas of PINK that apply. Lodgers' Tax Budget Summary must reconcile to Event Details

Lodgers' Tax Budget - Event Number 1

Event Information

Name of Event	NMJC Welcome Back Weekend		
Date	October 4 - 5, 2024		
Location	New Mexico Junior College and Lea County Event Center		
Description	Welcome Back Weekend is a new two-day event at New Mexico Junior College aimed at bringing Alumni back to campus for a fun-filled weekend. Below is the tentative schedule of this year's activities: Friday, Oct. 4		

Expected Attendance		# of Overnights	
Is this an annual event?	yes	Is this a new event?	yes

PRINTING

	Cost	Quantity	Total		Cost	Quantity	Total
Posters (save-the-date)	3.00	50	150.00	Flyers			0.00
Programs			-	Tickets			-
	SUBTOTAL		150.00		SUBTOTAL		-
	Cost	Quantity	Total				
Mailings	1.00	1,000	1,000.00		TOTAL PRINTING COSTS		
					1,150.00		

PRINT MEDIA

Newspaper	Name		# of ads	Cost	Total
	Hobs News Sun		6	160.00	960.00
	Lovington Leader		6	160.00	960.00
	SUBTOTAL				1,920.00
Magazine/Other	Name		# of ads	Cost	Total
					-
					-
			SUBTOTAL		-
				TOTAL PRINT MEDIA	1,920.00

ELECTRONIC MEDIA

	Name	# of spots	Cost	Total
Radio		200	10.00	2,000.00
Television				-
				-
Social Media				-
				-
	TOTAL ELECTR. MEDIA			2,000.00

OTHER EXPENSE

	Name	# of item	Cost	Total
Professional Performance Fees				-
Sound and Lighting Costs	equipment rentals	1	5,000.00	5,000.00
Sanction Fees				-
Promotional Items (eg: tshirts, rings, etc.)				-
Other: (please list)				-
				-
				-
				-
				-
				-
	TOTAL OTHER EXPENSE			5,000.00

TOTAL REQUEST FOR EVENT 1

10,070.00

Instructions: Please complete all areas of PINK that apply.

Lea County Center for the Arts



City of Hobbs
Annual Funding Guidelines
Lodgers' Tax Requests for Proposal (RFP)
from 05/01/2022 - 06/30/2023

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Advertising/Promotion Items	Real Property
Sanitation	Tangible Property
Sanction Fees	

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I have read and fully understand the above guidelines for the Lodgers' Tax Funding.

Brittany Embry
Representative

Lea County Center for the Arts
Name of Organization

2-Jul
date

Request for Lodgers' Tax Assistance
Contact Information

Organization	Lea County Center for the Arts
Name of Contact	David Blackwood & Brittany Embry
Address	122 W Broadway
City, State Zip	Hobbs, NM 88240
Phone#/Fax#	575-397-2787
email	director@uwolc.org

Event Budget

Income		Event 1	Event 2	Event 3	Event 4	Event 5	Total
	Sponsorships	10,000.00					10,000.00
	Sales	-					-
	Donations	20,000.00					20,000.00
	Prior Year Carryover						-
	Other (please explain)						-
	Total Income	30,000.00	-	-	-	-	30,000.00
EXPENSE (NON- LODGERS' TAX		Event 1	Event 2	Event 3	Event 4	Event 5	Total
	Cost of Sales Items						-
	Cost of Awards						-
	Building/Booth Rent						-
	Advertising						-
	Printing & Mailing						-
	Print Media						-
	Electronic Media	5,000.00					5,000.00
	Misc. _____ (Please explain) _____						-
							-
							-
	Total NON- LODGERS' Exp.	5,000.00	-	-	-	-	5,000.00

NON -
LODGERS'
TAX

Lodgers' Tax Budget Summary

	Event 1	Event 2	Event 3	Event 4	Event 5	Total
Printing	575.00	325.00	315.00	-	-	1,215.00
Print Media	1,050.00	1,050.00	700.00	-	-	2,800.00
Electronic Media	1,400.00	1,400.00	1,400.00	-	-	4,200.00
Other	2,025.00	2,465.00	2,025.00	-	-	6,515.00
TOTAL LODGERS' TAX REQ. SUMMARY	5,050.00	5,240.00	4,440.00	-	-	14,730.00

LODGERS'
TAX

Instructions: Please complete all areas of PINK that apply. Lodgers' Tax Budget Summary must reconcile to Event Details

Lodgers' Tax Budget - Event Number 1									
Event Information									
Name of Event		Downtown Sounds " a Night of Culture"							
Date		8/31/2024							
Location		Shipp St Plaza							
Description		Downtown Sounds is a vibrant concert series hosted by the Lea County Center for the Arts, celebrating the rich musical heritage and diverse talent of our community. Set against the charming backdrop of downtown, these performances bring together a mix of local artists and renowned musicians							
Expected Attendance		350		# of Overnights		100			
Is this an annual event?		Yes		Is this a new event?		No			
PRINTING									
Posters (save-the-date)		Cost	Quantity	Total	Flyers		Cost	Quantity	Total
		2.50	100	250.00			0.65	500	325.00
Programs				-	Tickets				-
		SUBTOTAL					SUBTOTAL		
		Cost	Quantity	Total					
Mailings				-			TOTAL PRINTING COSTS		
							575.00		
PRINT MEDIA									
Newspaper		Name		# of ads	Cost		Total		
		5x7 Advertisement (Hobbs NewsSun)		3	350.00		1,050.00		
							-		
		SUBTOTAL						1,050.00	
Magazine/Other		Name		# of ads	Cost		Total		
							-		
							-		
				SUBTOTAL			-		
							TOTAL PRINT MEDIA		
							1,050.00		
ELECTRONIC MEDIA									
Radio		Name		# of spots	Cost		Total		
		MTD Radio		45	10.00		450.00		
		Noalmark		50	13.00		650.00		
Television							-		
							-		
Social Media		Sponsored Ads (Monthly)		2	150.00		300.00		
							-		
							TOTAL ELECTR. MEDIA		
							1,400.00		
OTHER EXPENSE									
		Name		# of item	Cost		Total		
Professional Performance Fees							-		
Sound and Lighting Costs							-		
Sanction Fees							-		
Promotional Items (eg: tshirts, rings, etc.)		T-Shirts		150	13.50		2,025.00		
Other: (please list)							-		
							-		
							-		
							-		
							-		
							-		
							TOTAL OTHER EXPENSE		
							2,025.00		
TOTAL REQUEST FOR EVENT 1							5,050.00		

Instructions: Please complete all areas of PINK that apply.

Lodgers' Tax Budget - Event Number 2

Event Information

Name of Event	Downtown Sounds "Saw you at the Pole"			
Date	9/25/2024			
Location	Shipp St Plaza			
Description	Saw You at the Pole is a dynamic concert that brings together youth groups from across Lea County for an evening of powerful music. Hosted as part of the Downtown Sounds series by the Lea County Center for the Arts, this special event celebrates the unity and spirit of our young people.			
Expected Attendance	500	# of Overnights	100	
Is this an annual event?	Yes	Is this a new event?	No	

PRINTING

	Cost	Quantity	Total		Cost	Quantity	Total
Posters (save-the-date)	2.50	100	250.00	Flyers	0.75	100	75.00
Programs			-	Tickets			-
	SUBTOTAL		250.00		SUBTOTAL		75.00
	Cost	Quantity	Total				
Mailings			-		TOTAL PRINTING COSTS		325.00

PRINT MEDIA

Newspaper	Name		# of ads	Cost	Total
	Hobbs News Sun		3	350.00	1,050.00
					-
	SUBTOTAL				1,050.00
Magazine/Other	Name		# of ads	Cost	Total
					-
					-
			SUBTOTAL		-
			TOTAL PRINT MEDIA		1,050.00

ELECTRONIC MEDIA

	Name	# of spots	Cost	Total
Radio	MTD Radio	45	10.00	450.00
	Noalmark	50	13.00	650.00
Television				-
				-
Social Media	Sponsored Ads (Monthly)	2	150.00	300.00
				-
TOTAL ELECTR. MEDIA				1,400.00

OTHER EXPENSE

	Name	# of item	Cost	Total
Professional Performance Fees				-
Sound and Lighting Costs				-
Sanction Fees	Bracelets	500	0.88	440.00
Promotional Items (eg: t-shirts, rings, etc.)	T-Shirts	150	13.50	2,025.00
Other: (please list)				-
				-
				-
				-
				-
				-
				-
TOTAL OTHER EXPENSE				2,465.00

TOTAL REQUEST FOR EVENT 2

5,240.00

Instructions: Please complete all areas of PINK that apply.

Lodgers' Tax Budget - Event Number 3

Event Information

Name of Event	Downtown Sounds "Retro Revival"			
Date	9/25/2024			
Location	Shipp St Plaza			
Description	Retro Revival, a vibrant journey through the iconic sounds of the past, brought to life by talented local musicians. Part of the Downtown Sounds series by the Lea County Center for the Arts, this concert will transport you back to the '70s, '80s, and '90s with unforgettable hits that defined these decades.			
Expected Attendance	500	# of Overnights	125	
Is this an annual event?	Yes	Is this a new event?	No	

PRINTING

	Cost	Quantity	Total		Cost	Quantity	Total
Posters (save-the-date)	2.50	100	250.00	Flyers	0.65	100	65.00
Programs			-	Tickets			-
	SUBTOTAL		250.00		SUBTOTAL		65.00
	Cost	Quantity	Total				
Mailings			-		TOTAL PRINTING COSTS		315.00

PRINT MEDIA

Newspaper	Name	# of ads	Cost	Total
	Hobbs News Sun	2	350.00	700.00
				-
	SUBTOTAL			700.00
Magazine/Other	Name	# of ads	Cost	Total
				-
				-
		SUBTOTAL		-
			TOTAL PRINT MEDIA	700.00

ELECTRONIC MEDIA

	Name	# of spots	Cost	Total
Radio	MTD Radio	45	10.00	450.00
	Noalmark	50	13.00	650.00
Television				-
				-
Social Media	Sponsored Ads (Monthly)	2	150.00	300.00
				-
TOTAL ELECTR. MEDIA				1,400.00

OTHER EXPENSE

	Name	# of item	Cost	Total
Professional Performance Fees				-
Sound and Lighting Costs				-
Sanction Fees				-
Promotional Items (eg: t-shirts, rings, etc.)	T-Shirts	150	13.50	2,025.00
Other: (please list)				-
				-
				-
				-
				-
				-
TOTAL OTHER EXPENSE				2,025.00

TOTAL REQUEST FOR EVENT 3

4,440.00

Instructions: Please complete all areas of PINK that apply.



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 5, 2024

SUBJECT: Condemnation Recommendation on Certain Properties

DEPT. OF ORIGIN: City of Hobbs Legal Department, Hobbs Police Department - Community Services Department

DATE SUBMITTED: July 18, 2024

SUBMITTED BY: Amber Leija, Assistant City Attorney and Jessica Silva, Community Services Superintendent

Summary:

In its continuing promotion of safety and clean-up efforts within city limits, the Hobbs Police Department-Community Services Division has identified properties which present health, life and safety hazards, which warrant remediation. The properties are in dire need of repair. The properties located at 617 S. Eighth St, 414 E. Lea, 719 S. Jefferson, 414 W. Clinton and 409 W. Rainbow are ruined, damaged and dilapidated and a menace to the public comfort, health and safety. Attachment A contains the information for the properties.

Fiscal Impact:

Reviewed By: _____

Finance Department

The demolition and clean-up of these properties will cost approximately \$114,865.14 The current budget in the "Professional Services" line item of the Community Services Budget (01340-42601) has an adequate balance to sustain this expenditure.

Attachments:

1. Resolution
2. Photos of properties contained in Attachment "A".
3. Attachment "A"

Legal Review:

Approved As To Form: _____

City Attorney

Recommendation:

The City Commission approve the adoption of the Resolution determining 617 S. Eighth St, 414 E. Lea, 719 S. Jefferson, 414 W. Clinton and 409 W. Rainbow as ruined, damaged and dilapidated and a menace to public health and safety, which require remediation.

Approved For Submittal By: _____

Department Director

City Manager

**CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN**

Resolution No. _____

Continued To: _____

Ordinance No. _____

Referred To: _____

Approved _____

Denied _____

Other _____

File No. _____

CITY OF HOBBS

RESOLUTION NO. 7525

A RESOLUTION DETERMINING THAT CERTAIN PROPERTIES THAT ARE RUINED,
DAMAGED AND DILAPIDATED, ARE A MENACE TO PUBLIC COMFORT, HEALTH
AND SAFETY AND REQUIRE REMEDIATION OR REMOVAL FROM THE
MUNICIPALITY

WHEREAS, pursuant to Section 8.24.010 of the Hobbs Municipal Code, and
Section 3-18-5 NMSA as amended, the City has inspected the premises described in
Attachment "A", attached hereto and incorporated herein by reference, and finds that
the structure thereon are ruined, damaged, and dilapidated, are a menace to the public
comfort, health and safety and requires removal from the municipality.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE
CITY OF HOBBS, NEW MEXICO, that the structures described in Attachment "A" are
found to be ruined, damaged and dilapidated, are a menace to the public comfort,
health and safety, and should be removed.

BE IT FURTHER RESOLVED that a copy of this Resolution be served on the
owner, occupant or agent in charge of such premises; and that a copy of the same be
published as required by law.

BE IT FURTHER RESOLVED that unless the owner, occupant or agent in
charge of such premises, within ten (10) days from such service or posting and
publication of this Resolution, has commenced removing such structures from the real

property or has filed written objection with the City, the City shall cause the removal of such structures at the cost and expense of the property owner.

BE IT FURTHER RESOLVED that in cases where the City removes a structure so condemned, a lien shall be levied by the City against the real property involved in an amount equal to the reasonable cost of the services rendered, which lien may be foreclosed in default of satisfaction.

PASSED, ADOPTED AND APPROVED this 5th day of August, 2024

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Attachment A

	Address	Owner	Owner's Address	Estimated Cost of Demolition
1	<p>617 S. Eighth St. Hobbs, Lea County, NM, 88240</p> <p>*A parcel of land being located in the East Half of Section 2, Township 19 South, Range 38 East, N.M.P.M., Lea County, New Mexico and being more particularly described as follows: Beginning 62 feet North of the Southwest Corner of Tract #5 of the Selman Subdivision; thence North for a distance of 62 feet; thence East for a distance of 118 feet; thence South for a distance of 62 feet; thence West for a distance of 118 feet to the point of beginning with an easement over and upon the East 20 feet thereof for utility and road purposes; also known as lot #2 of the Carter Lots.</p>	<p>1.) Jackson, Janie Mae (Deceased)</p> <p>2.) Burkley, Victor</p> <p>3.) Jackson, Torrence Guy</p> <p>4.) Jackson, Penny Carol</p> <p>5.) Parks, Ricky V.</p>	<p>1) 121 E. Aspen Hobbs, NM, 88240</p> <p>2.) 1520 N. Minnesota Ave. Wichita, KS, 67214</p> <p>3.) 513 E. Avenue Q4, APT. 2 Palmdale, CA, 93550</p> <p>4.) 121 E. Aspen Hobbs, NM, 88240</p> <p>5.) 300 E. White St. APT. C-101 Hobbs, NM, 88240</p>	\$22,189.94
2	<p>414 E. Lea St. Hobbs, Lea County, NM, 88240</p> <p>* Lots Fifteen (15) and Sixteen (16), Block One-hundred Seventy-two (172), of the East End Addition to the City of Hobbs, Lea County, New Mexico, as</p>	<p>Mendoza, Dominik (Deceased)</p>	<p>1814 N. Vega Hobbs, NM, 88240</p>	\$24,775.79

	referenced on that certain Plat filed March 12, 1938.			
3	<p>719 S. Jefferson Hobbs, Lea County, NM, 88240</p> <p>* Lots Eleven (11) and Twelve (12), Block Nineteen (19), Original New Hobbs, To the City of Hobbs, Lea County, New Mexico, as referenced on that certain Plat filed January 10, 1929.</p>	Harris, Fannie	1404 E. White St. Hobbs, NM, 88240	\$21,118.78
4	<p>414 W. Clinton Hobbs, Lea County, NM, 88240</p> <p>* Lots Ten (10), Block One Hundred Forty-four (144), Highland Park Addition to the City of Hobbs, Lea County, New Mexico, as referenced on that certain Plat filed May 9, 1930.</p>	Lozoya, Enrique	1501 E. Alameda St. Hobbs, NM, 88240	\$20,779.69
5	<p>409 W. Rainbow Hobbs, Lea County, NM, 88240</p> <p>* Lots Fourteen (14), Block (7), Southern Heights Addition to the City of Hobbs, Lea County, New Mexico, as referenced on that certain Plat filed March 21, 1947.</p>	Thompson, William & Simpson, Christina M. (Both Deceased)	1055 Remington Cir. Burleson, TX, 76028-6771	\$26,001.26

Consideration for Condemnations

Commission Meeting: August 5, 2024

617 S. Eighth St.



- This structure as seen from the Right-of-Way looks to be dilapidated.
- Most if not all windows are boarded up which prohibits emergency and escape access.
- Facia boards are missing, rim boards are missing and those that are present are dry rotted.
- Structure has openings along the roof line that will harbor pests, animal, and insects if not so already.

617 S. Eighth



- Side of the house has large tree limbs and other debris that limits access to the yard.
- Foot traffic in and out of the property.
- Back yard is filled with large debris, tires and an illegal dilapidated RV.
- Debris is now overlapping into property north of this structure.

617 S. Eighth



617 S. Eighth

- Began Condemnation process in April 2023.
- Owner is deceased.
- Inspected probate and contacted four children of deceased owner with no cooperation to bring property into compliance.
- Two of four children responded to letters and requested more time to bring property into compliance in November 2023.
- As of today property has proceeded to get worse.
- Squatters in and out of structure.

414 E. Lea



- Structure has severe fire damage in the rear area of the structure.
- Windows are broken and some are missing.
- Vegetation is overgrown and has been maintained by the City for some time.
- Squatters in and out of the property.
- Owner is deceased.
- Began Condemnation process in April 2024.

414 E. Lea



414 E. Lea



719 S. Jefferson



- Condemnation process began November, 2023.
- Structure shows to have severe fire damage.
- Structure is accessible by doors and windows.
- Dilapidated RV abandoned on the property.
- No response from owners. Letters have been returned.

719 S. Jefferson



719 S. Jefferson



414 W. Clinton



- Condemnation process began April, 2024. All letters have been returned.
- The roof has missing shingles in areas along with visible sagging.
- The front porch overhang is becoming detached from the roof of the dwelling.
- Exterior covering, wood siding and fascia boards are deteriorated and have become detached in areas.

414 W. Clinton



414 W. Clinton



409 W Rainbow



- Condemnation process began November, 2023.
- Squatters in and out of the property. Both owners are deceased. Nothing filed in probate.
- The front of the structure has broken windows and facia boards that are dry rotted and in need of being replaced.
- The exterior of the structure is exposed to the weather and will increase in deterioration over time.

409 W Rainbow



409 W Rainbow



- Several fence panels are leaning against the existing fence. These panels are encroaching into the alley and may prevent the adjacent property owners from picking up garbage.
- this dwelling does not have an electric meter installed, this dwelling is non-habitable with no electric meter to provide the required lighting and heat (if electrical).



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 5, 2024

SUBJECT: **APPROVE A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE NON-METRO AREA AGENCY ON AGING**

DEPT. OF ORIGIN: Recreation

DATE SUBMITTED: July 22, 2024

SUBMITTED BY: Doug McDaniel, Recreation Director, and Mary Puccio, Senior Center Director

Summary:

The City of Hobbs Senior Center has submitted an Area Plan to Non-Metro Area Agency on Aging. The Non-Metro Area Agency on Aging has awarded the City of Hobbs Senior Center up to \$240,089.14. This resolution authorizes the City Manager to execute a contract with the Non-Metro Area Agency on Aging to receive funds to provide meal services and transportation for our senior citizens. It is anticipated that during FY25, the Senior Center will distribute approximately 48,000 meals and provide approximately 3,000 units of transportation.

Fiscal Impact:

Reviewed by: Toby Spears

Finance Department

There is a potential of receiving up to \$240,089.14 in grant funding from this contract. The City of Hobbs is anticipating expenditures of approximately \$301,346.11 on meals and transportation during FY25 as noted in the attached Commitment of Local Funds document.

Digitally signed by Toby Spears, CFE, CFA
DN: cn=Toby Spears, CFE, CFA, o=City of Hobbs, ou=Finance
Director, email=tspears@hobbsnm.org, c=US
Date: 2024.07.23 15:58:38 -0600

Attachments: Resolution, Contract with Non-Metro Area Agency on Aging, Assurances, Commitment of Local Funds, Certification for Regarding Debarment, Certification Regarding Lobbying

Legal Review:

Approved As To Form: _____
City Attorney

Recommendation:

Staff recommends approval of the Resolution

Approved For Submittal By:

Doug McDaniel
Department Director

[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

CITY OF HOBBS

RESOLUTION NO. 7526

A RESOLUTION AUTHORIZING THE CITY OF HOBBS TO ENTER INTO
A CONTRACT WITH THE NEW MEXICO NON-METRO AREA AGENCY ON AGING

WHEREAS, the City of Hobbs City Commission has determined that there is a need to provide services for senior citizens; and

WHEREAS, the City of Hobbs Senior Center has submitted an Area Plan to the Non-Metro Area Agency on Aging; and

WHEREAS, the Non-Metro Area Agency on Aging has an estimated award to the City of Hobbs Senior Center of up to \$240,089.14 to provide meal services and transportation for the senior citizens of Hobbs;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO that the Mayor be and hereby is, authorized and directed to execute this Resolution and any contract to provide a commitment of local funding to the senior citizens programs as a result of receiving a grant from the New Mexico Non-Metro Area Agency on Aging.

PASSED, ADOPTED AND APPROVED this 5th day of August, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**North Central New Mexico Economic Development District
Non-Metro Area Agency on Aging**

TITLE III FEDERAL AND STATE SUB-AWARD

This Agreement is made and entered into this 1st day of July 2024, by and between the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as the "Agency" and City of Hobbs hereinafter referred to as the "Subrecipient Contractor."

The Agency's Older Adults Services program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (age 60 and older). This agreement provides a mechanism for the creation of an individualized network of community resources on a client-by-client basis through the Older Americans Act (OAA), as amended, the State of New Mexico Aging and Long-Term Services Department, and the Agency.

1. SCOPE OF SERVICES

- A. Services: The Subrecipient Contractor agrees to provide service(s) to eligible consumers as identified in accordance with the Subrecipient Contractor application or Service Delivery Plan, all required assurances, licenses, and certifications, as applicable.
- B. Service Area: The Subrecipient Contractor agrees to provide service(s) to eligible consumers in the service area as identified in the Service Delivery Plan submitted May 2024.
- C. Deliverables: The Subrecipient Contractor shall provide services based on the assessed need of the community and individuals receiving services under this Agreement and as identified in the Subrecipient Contractor application or Service Delivery Plan and attached by reference. The service units and consumers detailed in the Service Delivery Plan and Budget sections are estimates. Budgeted services are to be provided in accordance with the Aging and Long-Term Services Department (ALTSD) Units of Service Definitions; to be monitored through the Subrecipient Contractor's submission of monthly WellSky data, activity reports, and through Agency monitoring reviews. Final determination of service units and consumer performance measures shall be established by the ALTSD, and should the Contractor not meet the established units, reimbursement requests should reflect the same.
- D. Targeting: Target populations include persons aged 60 or older and their spouses of any age, younger disabled persons who reside with persons aged 60 or older, caregivers of any age who care for persons aged 60 or older, caregivers aged 60 or older who care for children or younger disabled persons, and the recipients of their care.

Per the Older Americans Act, an effort must be given to serving eligible persons with the greatest social or economic need, with particular attention to minority individuals with low incomes. Efforts must also be given to targeting individuals residing in rural and frontier areas, individuals with limited English proficiency, and individuals with Alzheimer's disease and related disorders, with severe disabilities or at-risk of institutionalization and their caregivers.

- E. Payment for Services: For the services determined by the Agency to be satisfactorily provided by Subrecipient Contractor hereunder, the Agency shall pay the Subrecipient Contractor, during the term, an aggregate amount, including gross receipts tax, not to exceed **\$240,089.14**. Said aggregate amount is to be derived from the following sources.

1. **\$22,782.21** from Title III-B of the OAA [Assistance Listing Number 93.044].
2. **\$63,691.11** from Title III-C1 of the OAA [Assistance Listing Number: 93.045].
3. **\$33,615.82** from Title III-C2 of the OAA [Assistance Listing Number: 93.045].
4. **\$ 0.00** from Title III-D of the OAA [Assistance Listing Number: 93.043].
5. **\$ 0.00** from Title III-E of the OAA [Assistance Listing Number: 93.052]; and
6. **\$120,000.00** from the NMGAA-State/HB-2

- F. Reimbursement Process: The Agency will provide payment for services to Subrecipient Contractor as follows:

1. An initial payment of 12.5% of State funds will be distributed to the Subrecipient Contractor. This initial payment must be accounted for by the Subrecipient Contractor, and expenditures must be allocated to these funds.
2. Subrecipient Contractor shall submit timely and accurate information necessary for reimbursement:
 - a. All service performance data should be verified and reconciled by the Subrecipient Contractor prior to submitting the Verification Statement and the Agency Summary Report (ASR) to the Non-Metro AAA office by the 5th business day of the month. The Agency Summary Report (ASR) is the official document used to initiate reimbursement of services provided by the Subrecipient Contractor and must be reviewed and certified by the Agency each month.
 - b. Subrecipient Contractors shall invoice the Agency on or before the 5th business day of the month for prior month expenditure using the OAA-SYS system provided by the Agency. The Agency may extend these dates on a case-by-case basis if the Subrecipient Contractor reports a hardship. However, the Agency will not accept, process, or pay invoices submitted fifteen (15) days or more

after the deadline(s) until the next reimbursement cycle if within the fiscal year.

- c. Invoicing shall include supporting documentation to validate reported expenses to include general ledger, purchase orders, and invoices.
3. Payment for services shall be consistent with all applicable federal and state laws and regulations.
4. Payments to the Subrecipient Contractor will be made after receipt of funds by the Agency.
5. Payments to the Subrecipient Contractor may be withheld or denied by the Agency for expenditures which are not authorized by, or are in excess of, the regulations, terms and conditions contained in this Agreement or for expenditures which are not properly documented or substantiated by the Subrecipient Contractor. The Subrecipient Contractor agrees to hold the Agency harmless against all audit exceptions arising from the Subrecipient Contractor's violation and shall make restitution to the Agency of such amounts of money due to the Subrecipient Contractor's non-compliance.
6. Subrecipient Contractor must submit a detailed statement accounting for all services performed and expenses incurred. Reimbursements shall be made by the Agency on a monthly basis upon receipt of monthly expenditures and reports furnished by the Subrecipient Contractor. If the Agency finds that the services are not acceptable, within thirty days after the Subrecipient Contractor's invoice, it shall provide the Subrecipient Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Subrecipient Contractor may take to provide remedial action. Upon certification by the Agency that the services have been provided and accepted, payment shall be tendered to the Subrecipient Contractor within thirty days after the date of acceptance.
7. Payments to the Subrecipient Contractor are encouraged to be made electronically through the Automated Clearing House (ACH) Network.
8. This agreement does not guarantee a total level of reimbursement other than for individual units/services authorized, contingent upon availability of Federal and State funds.
9. Subrecipient Contractor agrees to bill Medicaid, or contract with the Agency to bill Medicaid, for Medicaid-eligible consumers enrolled in Medicaid-eligible services.
10. Subrecipient Contractor shall track and report all information needed for the State Program Report for Administration for Community Living (ACL) through the Older Americans Act Performance System (OAAPS). Subrecipient Contractor shall adopt the standard universal consumer assessment instrument provided by the Aging & Long-

Term Services Department to capture information for all data fields on the tool, as required by OAAPS and state and federal reporting requirements.

2. TERMS OF AGREEMENT

In addition to the other provisions contained in this Agreement, the parties agree to the following:

A. The Subrecipient Contractor agrees to:

1. Provide services in accordance with Agency and State of New Mexico Aging and Long-Term Services Department policies and the OAA.
2. Target services to older individuals with greatest economic and social need, including low-income individual, low-income minorities, older individuals at risk of institutional placement, individuals with limited English proficiency, and older individuals residing in rural areas, as applicable.
3. Record timely and accurate consumer service delivery into WellSky Aging & Disabilities Database. Data should be recorded daily.
4. Submit timely and accurate consumer/client assessment and reassessment documentation (including transmittals), on the day conducted, utilizing the assessment tool required by the Agency.
5. Ensure consumer contact and demographic information is accurate in WellSky Aging & Disabilities database.
6. Submit quarterly program narrative reports and financial reports, to include approved budget, year-to-date expenses, and year-to-date revenue, by the 15th business day of the month following the end of the quarter.
7. Participate in Agency monitoring and annual compliance assessments.
8. Encourage client contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on Subrecipient Contractor's financial reports. Client contributions (program income) will be reported fully and in the service category where generated, as required, to the Agency. Subrecipient Contractor agrees to expend all program income to expand or enhance the program/service under which it is earned.
9. Provide letters from local City or County governments to the Agency committing local funds to Older Adult programs. Any changes in local funds (increases or decreases) will be provided in writing to the Agency.
10. Maintain communication and correspondence with the Agency concerning clients' status, emergency situations, and program operations.
11. Submit emergency and contingency plans by the date and in the format required by the Agency to address unforeseen circumstances when service delivery is threatened.
12. At a minimum, attend three (3) Agency training events per year (may include attendance at Non-Metro AAA Advisory Council meetings).
13. Attend required Aging Network Training events and other special meetings of the Aging & Long-Term Services Department.

14. Subrecipient Contractor employees shall not solicit nor accept gifts or favors of monetary value by or on behalf of clients as a gift, reward, or payment.

B. The Agency agrees to:

1. Review and process consumer intake and assessment documents completed by the Subrecipient Contractor, as applicable, to determine eligibility for service provision.
2. Maintain communication and correspondence concerning consumers' status.
3. Provide timely consultation and technical assistance to the Subrecipient Contractor as requested and as available.
4. Conduct quality-assurance procedures, which may include on-site visits, monitoring, and/or compliance assessments to ensure health, safety, and quality services are being provided.
5. Provide written policy, procedures and standard documents concerning client authorization to release information (both a general and medical/health related release), ability to contribute to the cost of services provided, quality survey instrument, and complaints/grievances and appeals to all consumers.
6. Employ a full-time manager and financial individual to oversee funds contracted through Non-Metro AAA.

3. ASSURANCES

A. *Americans with Disabilities Act of 1990*

The Subrecipient Contractor shall comply with the requirements, established under the Americans with Disabilities Act, in meeting statutory deadlines under the Act as they pertain to operation for employment, public accommodations, transportation, state and local government operations and telecommunications.

B. *Section 504 of the Rehabilitation Act of 1973*

The Subrecipient Contractor shall provide that each program activity, when viewed in its entirety, is readily accessible to and usable by persons with disabilities in keeping with 45 CFR, Part 84.11, etc. Seq., and as provided for in Section 504 of the Rehabilitation Act of 1974, as amended. When structural changes are required, these changes shall be in keeping with 45 CFR, Part 74. The Subrecipient Contractor shall ensure that benefits and services available under the agreement are provided in a non-discriminatory manner as required by Title VI of the Civil Rights Act of 1964, as amended.

C. *Age Discrimination in Employment Act of 1967*

The Subrecipient Contractor shall comply with the Age Discrimination in Employment Act of 1967 (29 USC 621, etc. Seq.).

D. *Drug Free Workplace*

The Subrecipient Contractor shall comply with the Drug-Free Workplace Act of 1988.

E. *Certification Regarding Debarment*

The Subrecipient Contractor shall certify annually that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.

F. *Certification Regarding Lobbying*

The Subrecipient Contractor shall certify annually that no Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the subrecipient contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

G. *Financial Management*

The Subrecipient Contractor must implement financial management standards in accordance with the Federal standards outlined in the United States Department of Health and Human Services Federal Regulation 45 CFR Part 75, 2 CFR Uniform Grants Guidance Part 200 and New Mexico Fiscal Requirements.

H. *Budget Adjustment*

The Subrecipient Contractor shall submit to the Agency, as necessary, any budget adjustment request(s) for review and approval. Under no circumstances may a budget adjustment request(s) be submitted to the Agency later than March 15th unless authorized by the Agency in writing. The Agency shall review and approve or deny budget adjustment request(s) at its sole discretion.

I. *Incentive Compensation*

Use of federal and state funds for incentive compensation to employees based on cost reduction, efficient performance, suggestion awards, safety awards, etc. is unallowable and will not be recognized by the Agency as a reimbursable expense. The use of federal or state funds for staff recognition or employee gifts is also unallowable.

J. *Independent Audit*

The Subrecipient contractor shall provide a financial and compliance audit report(s) to the Agency covering the period of July 1, 2024, through June 30, 2025. The Subrecipient Contractor is considered an independent contractor and is subject to

audit requirements under Title 2, Subtitle A, Chapter II, Part 200 of Code of Federal Regulations and Government Audit Standards, regardless of the amount of federal funding the Subrecipient Contractor receives.

1. The Audit report(s) provided to the Agency must include a copy of the Auditor's management letter.
2. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-1, Title IIIC-2, Title IIID, Title IIIE, NSIP, etc.), which facilitates a reconciliation of audited costs to the final report.
3. Submittal of the audit report for government entities shall be within ten (10) working days after release by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four (4) months after the end of the entity's fiscal year.

K. *Equal Opportunity Compliance*

The Subrecipient Contractor agrees to abide by all federal and state laws, rules, regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Subrecipient Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Subrecipient Contractor is found not to be in compliance with these requirements during the life of this Agreement, Subrecipient Contractor agrees to take appropriate steps to correct these deficiencies.

L. *Compliance with Aging and Long-Term Services Department Functions.*

The Subrecipient Contractor shall perform in accordance with the Federal Older Americans Act (OAA) and directives of the U.S. Administration on Aging; Rules, regulations, State Plan, policies and procedures established by the Aging and Long-Term Services Department, for the provision of services, and administration of programs funded under the OAA and the New Mexico State Legislature; New Mexico Administrative Code, Title 9, Chapter 2, Parts 1-24; The Aging & Long-Term Services Act, NMSA 1978, Sections 9-23-1 et seq.; The New Mexico Environment Department Food Establishment Rules and Regulations; Dietary Guidelines for Americans; Dietary Reference Intakes (DRIs); the approved Agency Area Plan, Agency Policy and Procedures; the approved Service Plan; State and Federal emergencies and public health/emergency orders enacted by the Governor of the State of New Mexico; Title II Part 200 of the Code of Federal Regulations; and the terms and conditions of this Agreement.

M. *Non-Discrimination Service Delivery.*

The Subrecipient Contractor, in determining (a) the services or other benefits provided under this Agreement, (b) the class of individuals to whom, or situation in which such services or other benefits will be provided under this program, or (c) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, religion, color, national origin, ancestry, sex, sexual preferences, age or handicap.

N. *Targeting and Outreach.*

The Subrecipient Contractor shall engage in targeting and outreach activities, as required by the OAA, to all potential recipients of services as referenced in section 1.D. The Subrecipient Contractor shall conduct ongoing community outreach to assess needs and inform potential recipients of available services. The Subrecipient Contractor shall report all activities in its quarterly program reports submitted to the Agency.

O. *Consumer Feedback.*

The Subrecipient Contractor shall utilize the standardized survey instrument required by the Agency to obtain and evaluate consumer opinions of the quality of services received.

P. *Emergency Preparedness Requirements.*

The Subrecipient Contractor shall monitor and notify the Agency of any situation which has the potential to be an emergency in which older adults or adults with disabilities may be adversely affected.

- a. Subrecipient Contractor shall complete and submit the Agency's Emergency Preparedness and Continuity of Operations Plan annually.
- b. Subrecipient Contractor shall provide and update emergency contact information for all emergency management personnel in the format provided by the Agency.
- c. Subrecipient Contractor agrees to notify the Agency of service modifications in the event of a holiday, emergency, or other situation as soon as those service modifications are known.
- d. Subrecipient Contractor agrees to notify the Agency of emergency situations and events as soon as they are known, regardless of service modification.
- e. Subrecipient Contractor shall ensure continuation of services during emergency events to the extent possible and will request assistance from the Agency in the event it cannot perform this requirement.
- f. Subrecipient Contractor agrees to perform well-check calls to consumers during emergency events, regardless of the open or closed status of facilities

and services. Subrecipient Contractor agrees to utilize well-check call scripts and systems provided by the Agency in this process. Subrecipient Contractor will request assistance from the Agency in the event it cannot perform this requirement.

4. TERM

This Agreement shall begin on July 1, 2024, and terminate on June 30, 2025, unless terminated pursuant to Paragraph 5, below or for any other reason allowed by law.

5. TERMINATION

- A. This Agreement may be terminated by the Agency or Subrecipient Contractor, with or without cause upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance prior to the date of termination.

The Agency may terminate this Agreement immediately, upon written notice to the Subrecipient Contractor, if the Subrecipient Contractor becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Subrecipient Contractor endangers program consumers, or if any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of public funds or due to the Appropriations paragraph herein, or if the Subrecipient Contractor fails to comply with any of the terms contained herein or is in breach of this Agreement as set forth in Section 6, below. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the Subrecipient Contractor's default or breach of this Agreement.

- B. Termination Management. Immediately upon receipt of notice of termination of this Agreement, the Subrecipient Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and client records generated under this Agreement and any property, inventory, or equipment purchased by the Subrecipient Contractor with contract funds shall become property of the Agency upon termination. Within fifteen (15) days of notice of termination, the Subrecipient Contractor shall furnish to the Agency a complete, detailed inventory of property, inventory and/or equipment purchased with funds provided under the existing and previous Agency agreements with the Subrecipient Contractor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Subrecipient Contractor under the paragraph of this Agreement regarding financial records.

6. BREACH OF AGREEMENT BY SUBRECIPIENT CONTRACTOR

- A. In addition to the breach of any term, provision, covenant, agreement, or obligation of Subrecipient Contractor contained in this Agreement, the following constitute a breach of Subrecipient Contractor's obligations and duties hereunder:
1. The Subrecipient Contractor's failure to provide proof of insurance coverage sufficient to meet the requirements of this Agreement or any applicable federal, state, or local laws, rules, or regulations.
 2. The Subrecipient Contractor's failure to adequately safeguard its assets in such a manner that would adversely impact the interests of the intended recipients of the services to be performed, hereunder, and jeopardize their receipt of such services.
 3. Unless otherwise duly authorized in writing by the Agency, the Subrecipient Contractor's failure to meet line-item budgetary ceilings set forth in its approved budget for delivering the services contemplated hereunder.
- B. Upon a determination by the Agency that the Subrecipient Contractor shall be in breach of this Agreement, the Agency shall provide written notice to the Subrecipient Contractor specifying the facts and circumstances constituting the breach(es) and advising the Subrecipient Contractor that such breach(es) must be cured to the Agency's satisfaction within thirty (30) days from the date of such written notice. If such cure is not timely made, then the Agency may elect to implement one or more of the following intermediate sanctions:
1. The Agency may install a program monitor for a specified time period to closely observe the Subrecipient Contractor's efforts to comply with obligations remaining under this Agreement. Such monitor shall have authority to review any or all the Subrecipient Contractor's records, policies, procedures, and financial records germane to the Subrecipient Contractor's delivery of the services contemplated by this Agreement. Such monitor may also serve as a consultant to the Subrecipient Contractor to advise on the correction of the determined deficiencies. All costs associated with the Agency's selection and installation of such monitor shall be paid from the state and federal funds awarded to the Subrecipient Contractor hereunder.
 2. The Agency may appoint a temporary manager who shall have primary responsibility to oversee the operation of the Subrecipient Contractor's services contemplated by this Agreement. All costs associated with the Agency's selection and installation of such a temporary manager shall be paid from the compensation awarded to the Subrecipient Contractor.
 3. The Agency may deem the Subrecipient Contractor ineligible for the receipt of any additional funds to be paid to Subrecipient Contractor hereunder.
 4. The Agency may cancel, terminate, or suspend this Agreement in whole or in part.
 5. In addition to other remedies available to the Agency hereunder, the Agency may, in its discretion, establish a period of probation with specific objectives to be accomplished by the Subrecipient Contractor hereunder, or to be in compliance with applicable policies, procedures, laws, and regulations.

6. The Agency may pursue any other remedy as may be provided under applicable law.

7. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the US Government or Legislature of New Mexico and utilized by the Agency for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Subrecipient Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Subrecipient Contractor shall have the option to terminate the Agreement or agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

8. STATUS OF SUBRECIPIENT CONTRACTOR

The Subrecipient Contractor, its agents, and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Subrecipient Contractor, its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Agency vehicles, or any other benefits afforded to employees of the Agency as a result of this Agreement. The Subrecipient Contractor acknowledges that all sums received hereunder are reportable for income tax purposes.

9. ASSIGNMENT

The Subrecipient Contractor shall not assign or transfer any interest in this Agreement, assign any claims for money due, or to become due under this Agreement, without the prior written approval of the Agency.

10. SUBCONTRACTING

The Subrecipient Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

11. RELEASE

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations, whatsoever arising from or under this Agreement. The Subrecipient Contractor agrees not to purport to bind the Agency to any obligation not assumed herein unless the Subrecipient Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. CONFIDENTIALITY

Any information provided to or developed by the Subrecipient Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization, by the Subrecipient Contractor without the prior written approval of the Agency. Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal laws or regulations. Subrecipient Contractor shall

establish a method to guarantee the confidentiality of all information relating to clients in accordance with applicable federal, state and local laws, rules and regulations, as well as the terms of this Agreement. However, this provision shall not be construed as limiting the rights of the Agency or any other federal or state authorized representative to access client case records or other information relating to clients served under this Agreement.

13. PRODUCT OF SERVICE – COPYRIGHT

All materials developed or acquired, by the Subrecipient Contractor, under this Agreement, shall become the property of the Agency and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Subrecipient Contractor, under this Agreement, shall be the subject of an application for copyright or other claim of ownership, by or on behalf, of the Subrecipient Contractor.

14. CONFLICT OF INTEREST

The Subrecipient Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree, with the performance or services required under the Agreement. The Subrecipient Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

15. AMENDMENT

This Agreement shall not be altered, changed or amended, except by instrument in writing, executed by the parties hereto.

16. MERGER

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto, concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. PENALTIES FOR VIOLATION OF LAW

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

18. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Subrecipient Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

19. WORKERS COMPENSATION

The Subrecipient Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Subrecipient Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

20. RECORDS AND FINANCIAL AUDIT

The Subrecipient Contractor shall maintain detailed time and expenditure records, including, but not limited to, client records, books, supporting documents pertaining to services provided, that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Aging and Long-Term Services Department, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments. If, pursuant to this Agreement, the Subrecipient Contractor receives federal funds subject to the Single Audit Act, the Subrecipient Contractor shall submit to the Agency an audit conducted by a certified public accountant in compliance with the Single Audit Act.

21. INDEMNIFICATION

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitation of the New Mexico Tort Claims Act.

22. PARTICIPANT GRIEVANCE

The Subrecipient Contractor will establish a system through which applicants for, and recipients of services, may present grievances about the operation of the service program. The Subrecipient Contractor will advise applicants and recipients of their right to appeal denial of service and their right to a fair hearing of these respects. The Subrecipient Contractor shall notify the Agency of termination of services, to a client, as part of a monthly service report, on any services funded by this Agreement. The Agency reserves the right to perform follow-up investigations with the client to determine adequate performance and adherence to due process.

23. KEY PERSONNEL

The Agency shall be notified of changes in Key Personnel. The Agency considers the following positions as Key Personnel:

1. Program Director
2. Financial Manager
3. WellSky Aging & Disability User

The Subrecipient Contractor will maintain full-time Key Personnel sufficient to perform the Service Plan throughout the term of this agreement.

25. INVALID TERM OR CONDITION

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

26. ENFORCEMENT OF AGREEMENT

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

27. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

AGENCY:

NCNMEDD Non-Metro AAA
Neil Segotta, AAA Director
644 Don Gaspar
Santa Fe, NM 87505

SUBRECIPIENT CONTRACTOR:

City of Hobbs

28. INSURANCE

The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, comprehensive and general public liability insurance and/or other types of insurance as the Agency may require. The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, workers' compensation insurance in the amounts required by the applicable laws of the State of New Mexico covering the Subrecipient Contractor's employees. All policies of liability insurance that Subrecipient Contractor is obligated to maintain, according to this Agreement, except for any policy of workers' compensation insurance, shall name Agency as an additional insured. The Subrecipient Contractor shall furnish to the Agency, directly from its insurance carrier, a memorandum or certification of all insurance carried before the payment of any monies as consideration for the services rendered hereunder shall be made. Upon such certificates and/or memoranda being furnished to the Agency, the same shall be annexed to this Agreement and by reference made a part hereof.

29. AUTHORITY

The individual(s) signing this Agreement on behalf of Subrecipient Contractor represents and warrants that he or she has the power and authority to bind Subrecipient Contractor, and that no further action, resolution, or approval from Subrecipient Contractor is necessary to enter into a binding contract.

30. SIGNATURES

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2024.

City of Hobbs

Legal Name of Subrecipient Contractor

Signature

Printed/Typed Name of Signatory

Date

NCNMEDD Non-Metro Area Agency on Aging

Name of Area Agency on Aging

Monica Abeita

Signature

Monica Abeita, Executive Director

Printed/Typed Name of Signatory

July 1, 2024

Date

ASSURANCES

Listing of Service Plan Assurances and Required Activities Older Americans Act, As Amended

GENERAL ASSURANCES

The subrecipient contractor will comply with the Older Americans Act of 1965, as amended, and its implementing regulations. The subrecipient contractor, and its subrecipient contractors, will comply with the US Department of Health and Human Services Grants Administration Regulations.

The subrecipient contractor, in accordance with Title VI of the Civil Rights Act of 1965, will not discriminate against individuals because of age, race, color, creed, ethnic origin, gender or sexual orientation in administering programs or providing services.

The subrecipient contractor will, in compliance with Section 504 of the rehabilitation Act of 1973, as amended, ensure that facilities and services are accessible to individuals with disabilities.

The subrecipient contractor will comply with all applicable state and local laws, rules, and regulations. The subrecipient contractor will comply with all policy issuances by the NM Aging & Long-Term Services Department and the Governor of New Mexico.

The subrecipient contractor will assure that the personal information of individuals served will be maintained in a confidential manner, its access restricted to authorized individuals only. The subrecipient contractor may not require any provider of legal assistance to reveal information that is protected by attorney-client privilege. The subrecipient contractor will maintain current affirmative action plans. In implementing personnel hiring procedures, older individuals will be given preference and will be actively recruited for all available positions.

The subrecipient contractor will ensure that voluntary contributions from individuals served will be accepted and that procedures for documenting and safeguarding the collection and handling of such contributions have been established and are maintained. Contributions are not a requirement for participation in programs or receipt of services.

The subrecipient contractor will assure that amounts received under each part of the Older Americans Act will be expended in accordance with such part. The subrecipient contractor will assure that funds received under Title-III will be used only to pay costs incurred by the subrecipient contractor to implement Title-III.

The subrecipient contractor providing nutrition services will offer meals, on the same basis as meals provided to elders, to individuals providing volunteer services during meal hours and to individuals with disabilities who reside with and accompany older individuals who are eligible for meals.

The subrecipient contractor providing nutrition services, will reasonably accommodate special dietary needs, where feasible and appropriate, including those arising from health requirements, religious requirements, or ethnic backgrounds of eligible individuals.

The subrecipient contractor will promote the following rights of each older individual who receives such services:

- the right to be fully informed about each service provided and about any change in service that may affect his/her well-being.
- the right to participate in planning or providing input regarding services provided.

- the right to voice a grievance with respect to any service that is, or fails to be, provided, without discrimination or reprisal as a result of voicing such grievance.
- the right to confidentiality of records relating to services provided.

ORGANIZATION

The subrecipient contractor will, through a comprehensive and coordinated system, provide supportive services, nutrition services and the establishment, construction, and maintenance of senior centers.

The subrecipient contractor will assure that planning efforts and service delivery will address the needs of older individuals with greatest economic need and with greatest social need, with particular attention to low-income minority individuals, individuals with limited English proficiency, older individuals residing in rural areas, Native American Indian elders and individuals at risk of institutional placement.

The subrecipient contractor will serve as an advocate and focal point for older individuals within their communities, in cooperation with other agencies, organizations and individuals, by monitoring, evaluating and commenting upon policies, programs and actions which affect older individuals.

The subrecipient contractor will facilitate area-wide development and implementation of a comprehensive, coordinated system for providing long-term care in home and community-based settings, in a manner responsive to the needs and preferences of older individuals and their family caregivers, consistent with self-directed care, by:

- Collaborating, coordinating, and consulting with local public and private agencies and organizations responsible for administering programs, benefits and services related to providing long-term care.
- Conducting analyses and making recommendations regarding strategies for modifying the local system(s) of care to be responsive to local needs and preferences, facilitating service provision and targeting services to older individuals at risk of institutional placement to enable them to remain in their own homes and communities.
- Implementing evidence-based programs to assist older individuals and family caregivers in learning about and making behavioral changes intended to reduce the risk of injury, disease and/or disability.
- Providing for the availability and distribution of information about the need to plan for long-term care, resources available (both public and private), and options for long-term care.

The subrecipient contractor will make use of trained volunteers in providing direct services to older individuals and individuals with disabilities and will work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers/participants (such as organizations sanctioned by the Corporation for National and Community Service).

The subrecipient contractor will establish effective and efficient procedures for coordination with other Older Americans Act-funded entities conducting programs within the service area(s), with entities conducting other federal programs for older individuals and with the state-designated mental health authority.

The subrecipient contractor will work in coordination with the NM Behavioral Health Collaborative to increase awareness of mental health disorders, remove barriers to mental health diagnosis and treatment and coordinate mental health services provided in the community.

The subrecipient contractor will coordinate activities and develop long-range emergency preparedness plans in collaboration with local and state governments and other entities that have responsibility for disaster relief service delivery.

The subrecipient contractor will establish an advisory body consisting of older individuals (including minority individuals and individuals residing in rural areas) who are participants, or eligible to participate in, subrecipient contractor programs; family caregivers of such individuals; other service providers; members of the business community; local elected officials; providers of veterans' health care (if applicable); and the general public. The advisory body will provide advice to the subrecipient contractor on all matters related to the development of the service plan, administration of the plan and programs and operations conducted.

The subrecipient contractor will make recommendations to government officials in the planning and service area(s) administered, and collaborate with such officials to build capacity in order to meet the following needs of older individuals, including, but not limited to:

- health & human services
- transportation
- housing
- land use
- workforce & economic development
- civic engagement
- education
- recreation
- public safety
- emergency preparedness.

The subrecipient contractor will demonstrate the ability to develop a service plan and to administer programs and services within the plan.

The subrecipient contractor will assure that no officer, employee, or other representative of the subrecipient contractor is subject to a conflict of interest prohibited under the Older Americans Act; and that mechanisms are in place to identify and remove conflicts of interest should they so occur.

SERVICE PLANS

The subrecipient contractor will assure that it will develop and submit to the Non-Metro Area Agency on Aging for approval, in accordance with a uniform format developed by the Non-Metro Area Agency on Aging, a service plan meeting the requirements of the Older Americans Act.

The subrecipient contractor agency will assure that it will set specific objectives for providing services to older individuals with greatest economic need and older individuals with greatest social need, including specific objectives for providing services to low-income minority individuals, individuals with limited English proficiency, older individuals residing in rural areas, and individuals at risk of institutional placement; and will include proposed methods of achieving these objectives in the service plan.

The subrecipient contractor agency will assure that it will coordinate planning, assessment of needs, and provision of services for older individuals with disabilities, with particular attention to individuals with severe disabilities and individuals at risk of institutional placement, with organizations that develop or provide services for individuals with disabilities.

The subrecipient contractor agency will assure that it will maintain the integrity and public purpose of services provided in all contractual and commercial relationships.

The subrecipient contractor agency will:

- specify how it intends to satisfy the service needs of low-income minority individuals, individuals with limited English proficiency and older individuals residing in rural areas, in the area served by the subrecipient contractor.
- to the maximum extent feasible, provide services to low-income minority individuals, individuals with limited English proficiency and older individuals residing in rural areas in accordance with their need for such services; and
- meet specific objectives established by the subrecipient contractor, for providing services to low-income minority individuals, individuals with limited English proficiency and older individuals residing in rural areas within the service area(s).

The subrecipient contractor will:

- identify the number of low-income minority older individuals and older individuals residing in rural areas in the planning and service area(s).
- describe the methods used to satisfy the service needs of such older individuals; and
- provide information on the extent to which the subrecipient contractor met the objectives it established for providing services to low-income minority individuals and older individuals residing in rural areas within the planning and service area(s).

The subrecipient contractor agency will assure that it will use outreach efforts to identify individuals eligible for assistance under this Act, with special emphasis on:

- older individuals residing in rural areas.
- older individuals with greatest economic need (with particular attention to low-income minority individuals and older individuals residing in rural areas).
- older individuals with greatest social need (with particular attention to low-income minority individuals and older individuals residing in rural areas).
- older individuals with severe disabilities.
- older individuals with limited English proficiency.
- older individuals with Alzheimer's disease, related disorders, and/or neurological/organic brain dysfunction (and the caregivers of such individuals); and
- older individuals at risk for institutional placement; and inform the older individuals referred to in the preceding bullets, and the caregivers of such individuals, of the availability of such assistance.

The subrecipient contractor will assure that it will provide information concerning services to Native American Indian elders, including:

- Where there is a significant population of Native American Indian elders in the service area, assure that the subrecipient contractor will pursue activities, including outreach, to increase access for those Native American Indian elders to programs and benefits provided under Title-III.
- Assure that the subrecipient contractor will, to the maximum extent practicable, coordinate the services the agency provides under Title-III with services provided under Title-VI.
- Assure that the subrecipient contractor will make services available to Native American Indian elders to the same extent as such services are available to other older individuals within the service area(s).

The subrecipient contractor will assure that it will, at the request of the Non-Metro Area Agency on Aging, for the purpose of monitoring compliance (including conducting an audit), disclose all

sources and expenditures of funds the subrecipient contractor receives or expends to provide service to older individuals.

The subrecipient contractor will assure that if case management services are offered, the subrecipient contractor will comply with all requirements specified in the Older Americans Act.

The subrecipient contractor will assure that, if a substantial number of the older individuals residing in its service area(s) are of limited English proficiency, then the subrecipient contractor will:

- Utilize in the delivery of outreach services, workers who are fluent in the language(s) spoken by the individuals who are of limited English proficiency.
- Designate an individual employed by the subrecipient contractor, or available to the subrecipient contractor, whose responsibilities include: a taking such action as may be appropriate to assure that counseling assistance is made available to older individuals with limited English proficiency to assist them in participating in programs and receiving assistance; and
- Provide guidance to individuals engaged in the delivery of supportive services to enable such individuals to be aware of and sensitive to linguistic and cultural diversity.

ADDITIONAL REQUIREMENTS

The subrecipient contractor will assure that it will hold public hearings, and use other means, to obtain the views of service recipients and other older individuals, service providers, caregivers, and other interested persons and entities regarding policy development and the delivery of services and programs.

The subrecipient contractor will assure that it will:

- afford an opportunity for a public hearing upon request or in accordance with published procedures.
- establish grievance procedures required by the Older Americans Act for individuals who are dissatisfied with or denied services; and,
- afford an opportunity for a hearing, upon request, by a recipient of services regarding any waiver request or grievance.

The subrecipient contractor will assure that it will prepare and submit reports, in such form, and containing such information, as the Non-Metro Area Agency on Aging may require and comply with such requirements as the Non-Metro Area Agency on Aging may impose to ensure the accuracy of such reports.

Signature and Title of Authorized Individual

Date



Commitment of Local Funds

My name is Manny Gomez and I have the authority to represent the
City/County of Hobbs as it relates to the contents of this
document.

For Fiscal Year 2024-2025 we are committed to contribute a total of:

\$301,346.11 to the Hobbs Senior Citizens Program.

This contribution is *not* an in-kind resource.

If for any reason this commitment is not able to be met by the City/County of:

Hobbs. We will submit a letter of justification.

Print Name

Print Title

Signature

Date

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, And Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief that:

- 1) No Federal appropriated funds have been aid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

City of Hobbs

NM

Organization

State

City Manager

Authorized Signature

Title

Date

**Certification Regarding Debarment, Suspension,
and Other Responsibility Matters**

Certification for Contracts, Grants, Loans,
And Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

City of Hobbs

NM

Organization

State

City Manager

Authorized Signature

Title

Date

Manny Gomez

Printed Name of Authorized Signatory



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 5, 2024

SUBJECT: A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH LEA COUNTY FOR AIRLINE SUBSIDY FOR FY 24-25

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: July 23, 2024
SUBMITTED BY: Valerie S. Chacon, City Attorney

Summary: This resolution authorizes the Mayor to execute a Memorandum of Understanding ("MOU") with Lea County detailing the terms and responsibilities of the entities' joint requirements for the airline subsidy. The City of Hobbs and Lea County will provide subsidy funding up to \$3,479,596.50 for the service pursuant to the attached MOU between the City and County.

Fiscal Impact:

Reviewed By: Finance Department

The City of Hobbs has submitted an approved budget to State of NM Department of Finance and is awaiting approval. The budget includes the \$3,479,596.50 for the subsidy.

Attachments:

Resolution;
MOU between the City and County (FY 24-25)

Legal Review:

Approved As To Form: /s/Valerie S. Chacon
City Attorney

Recommendation:

The Commission should consider the Resolution.

Approved For Submittal By:

/s/Valerie S. Chacon
Department Director

[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

CITY OF HOBBS

RESOLUTION NO. 7527

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A MEMORANDUM OF UNDERSTANDING WITH
LEA COUNTY FOR AIRLINE SUBSIDY FOR FY 24-25

WHEREAS, the City of Hobbs and Lea County will each provide airline subsidy funding up to \$3,479,596.50 million dollars each pursuant to a Memorandum of Understanding between the City of Hobbs and Lea County as attached herein; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO that the Mayor be and is hereby directed to execute a Memorandum of Understanding with Lea County for Airline Subsidy for FY 24-25.

PASSED, ADOPTED AND APPROVED this 5th day of August, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**MEMORANDUM OF AGREEMENT BETWEEN
LEA COUNTY, NEW MEXICO AND THE
CITY OF HOBBS**

This Memorandum of Agreement is made by and between Lea County, New Mexico (*hereinafter* "County") and the City of Hobbs (*hereinafter* "City").

PURPOSE

The purpose of this agreement is to memorialize the terms and agreement between County and City regarding their funding of airline subsidy for FY 24-25. County and City agree to cooperate as outlined in this Memorandum of Agreement.

WHEREAS, County and City agree that a major airline service in Lea County provides a significant economic benefit to Lea County; and

WHEREAS, a major airline service to Lea County provides efficient transportation for its citizens and businesses; and

WHEREAS, a major airline service in Lea County is required in the recruitment of new businesses and maintaining existing businesses; and

WHEREAS, the Economic Development Corporation of Lea County ("EDC") has negotiated and obtained an agreement with United Airlines ("United") to provide regular jet air service to and from Hobbs, NM; and

WHEREAS, the agreement requires subsidy payments from County and City, if necessary, to maintain the air service; and

WHEREAS, County and City desire to jointly fund any required subsidy.

NOW THEREFORE, County and City agree as follows:

SUBSIDY FUNDING

1. County and City agree to budget and share equally the costs of subsidy funding for FY 24-25.

2. The subsidy shall not exceed \$6,959,192.00 in the aggregate or \$3,479,596.00 for each entity.

3. At the conclusion of each quarter, United will provide an accounting to EDC determining subsidy requirements. County and City shall monitor and confirm the subsidy amounts.

4. Each entity shall pay one-half of each of the four (4) quarterly required subsidy payments.

MERGER OF AGREEMENT

This agreement incorporates all agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this Agreement. No prior statements, representations, promises or agreement of understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

SOVEREIGN IMMUNITY

County and City and their public employees (as defined in the New Mexico Tort Claims Act) do not waive sovereign immunity, do not waive any defense(s), and/or do not waive any limitation(s) pursuant to the New Mexico Tort Claims Act. No provision in the Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act as it relates to CITY and COUNTY and their public employees.

LIABILITY

Each party agrees to bear liability and responsibility for the negligent, reckless or deliberate acts or omissions of their own officers and employees, as limited by the New Mexico Tort Claims Act.

THIRD PARTY BENEFICIARIES

It is specifically agreed between the parties executing the Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary, or to authorize anyone not a party to the Agreement to maintain, pursuant to the provisions of the Agreement, a suit of any nature, including but not limited to suits alleging wrongful death, bodily and/or personal injury to person(s), damages to property(ies), and/or any cause of action.

INSURANCE

Both County and City shall maintain liability insurance or qualify as a self-insured entity, as required by law.

TERM

This Memorandum of Agreement shall continue in full force and effect, for the four required quarterly payments to UNITED. Nothing in this agreement

guarantees future airline subsidy funding by either entity beyond what this agreement contemplates.

SEVERABILITY

If any provision of this Memorandum of Agreement is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

NO ORAL MODIFICATION

The forgoing constitutes the entire agreement between the Parties and may be modified only in writing signed by both Parties. Amendments and alterations to this agreement after execution may only be made in writing signed by both parties.

GOVERNING LAW

This Memorandum of Agreement shall be construed in accordance with the laws of the State of New Mexico.

EFFECTIVE DATE

This Memorandum of Agreement shall be in full force and effect upon execution and approval of the parties hereto.

ATTEST:

LEA COUNTY, NEW MEXICO

BY: _____
Gary Eidson,
Lea County Chair

Date: _____

ATTEST:

CITY OF HOBBS

BY: _____
Sam Cobb,
Mayor

Date: _____

Approved as to Form:

By: _____
John W. Caldwell
County Attorney

Date: _____

By: _____
Valerie Chacon
City Attorney

Date: _____



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 5, 2024

SUBJECT: Consideration of a Professional Service Contract with Alpha Southwest for the Jefferson Booster Pump Station – Emergency Stand-by Generator Project.
DEPT. OF ORIGIN: Utilities
DATE SUBMITTED: July 24, 2024
SUBMITTED BY: Tim Woomer, Utilities Director

Summary:

- Using State Agreement Contract Number 40-00000-23-00018, Alpha Southwest, of Albuquerque, NM, will provide a new 750KW, Emergency Stand-by Generator, and Automatic Transfer Switch(s) for the Jefferson Booster Pump Station, Water Well #18, and Fire Station #2.
- Alpha Southwest to provide and install a new concrete pad for the new generator, a new 1200-amp main power disconnect switch, a new 1200-amp Automatic Transfer Switch, install all new conduit from the Jefferson booster station building to well 18 to eliminate existing overhead power lines.
- Provide a new 5' x 5' access manway for the ground storage tank. Install new power breaker and Automatic Transfer Switch for Fire Station #2.
- City to retain possession of the existing generator. Contractor will transport old generator to the City's storage yard.

Fiscal Impact: \$903,154.52

Reviewed By: _____

Finance Department

Digitally signed by Toby Speers, CFE, CFA
DN: cn=Toby Speers, CFE, CFA, o=City of Hobbs,
ou=Finance Director, email=tobyspeers@hobbsnm.org,
c=US
Date: 2024.07.24 10:54:14 -0600

Funds for this work are budgeted in the Utilities Enterprise Joint Construction budget, line item 614061-43015

Attachments:

Professional Services Agreement with Alpha Southwest to provide electrical services for the Jefferson Booster Pump Station Emergency Stand-by Generator Project using New Mexico Agreement Contract Number 40-00000-23-00018

Legal Review:

Approved As To Form: /s/ Valerie S. Chacon
City Attorney

Recommendation:

Authorize the Mayor to execute a Professional Services Agreement with Alpha Southwest using New Mexico Agreement contract number 40-00000-23-00018 to complete the Jefferson BPS Emergency Generator Project.

Approved For Submittal By:

Tim Woomer
Department Director

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____

Ordinance No. _____

Approved _____

Other _____

Continued To: _____

Referred To: _____

Denied _____

File No. _____



PROFESSIONAL SERVICES AGREEMENT

THIS CONTRACT is made the ____ day of August, 2024, by and between the City of Hobbs, New Mexico, a municipal corporation located in Lea County, New Mexico (hereinafter referred to as "City") and Alpha Southwest, an independent contractor with a business address of P.O. Box 9263 Albuquerque, NM 87119 (hereinafter referred to as "Contractor").

This Contract (hereinafter referred to as "Agreement") is a:

- ☐ **Category 1 Contract:** (\$0 – not to exceed \$20,000.00). Purchasing requires good faith efforts to acquire the materials or services at the best obtainable price.
- ☐ **Category 2 Contract:** (\$20,000.00 - not to exceed \$75,000.00). Purchasing requires three (3) written quotes turned in to the Central Purchasing Office.
- ☐ **Category 3 Contract:** (\$75,000.00 and over). Purchasing requires formal sealed bids or competitive sealed proposals through the Central Purchasing Office.
- ☐ **Professional Services Contract under \$75,000.00.** Purchasing requires the direction of the City Manager.
- ☒ **Professional Services Contract \$75,000.00 and over.** Purchasing requires the direction of the City Manager with City Commission approval, subject to the competitive sealed proposal requirements.
- ☐ **Exempt Contract under \$75,000.00.** Purchasing requires the direction of the City Manager.
- ☐ **Exempt Contract \$75,000.00 and over.** Purchasing requires the direction of the City Manager with City Commission approval.

The parties to this Agreement, in consideration of their mutual promises, agree as follows:

1. SCOPE OF SERVICES

Alpha Southwest to provide electrical services for the Jefferson Booster Pump Station using New Mexico agreement contract number 40-00000-23-00018 pursuant to Exhibit A. Provide and install, complete, a new 750 KW generator including a new concrete pad to provide emergency back up power to the Jefferson Pump Station, Water Well #18 and Fire Station #2, install a new 1200 amp main disconnect switch, new 1200 amp Automatic Transfer Switch. Install all new conduit from the Jefferson station building to well 18, to eliminate overhead wires. Provide a new 5' X 5' access manway for the ground storage tank. Install new breaker and Automatic Transfer Switch on Fire Station #2. Removal of old generator and concrete pad. City to retain possession of the existing generator. Contractor will transport old generator to the City's storage yard.

2. STATUS OF CONTRACTOR

Contractor acknowledges that its relationship with City is that of an "independent contractor." Therefore, Contractor shall not be considered an employee or agent of City, nor shall Contractor be eligible to accrue leave, retirement benefits, insurance benefits, use of City vehicles, or any other benefits provided to City employees. Contractor agrees not to purport to bind City of Hobbs unless the Contractor has express written authority to do so, and then only within the strict limits of that authority. Contractor further acknowledges that no benefits pursuant to the Worker's Compensation Laws of the State of New Mexico are available to them for the services contemplated herein. Contractor shall be responsible for securing all licenses and registrations related to their business prior to commencing any work under this Agreement. Contractor shall be solely responsible for all taxes and related reporting requirements. City shall have no liability for the payment of taxes other than gross receipts taxes to be calculated in Contractor's invoices.

3. CONTRACT TERM AND TERMINATION

This Agreement shall be effective from date of execution (as noted on page 1 of this Agreement) and shall end upon completion of all services contemplated herein and final payment for said services, or one year from the date of execution, whichever occurs first. This Agreement may be renewed for up to three additional one-year terms upon written approval from both City and Contractor prior to the expiration of any one-year term. This Agreement may be terminated by either party, at any time with or without cause, upon a minimum of thirty (30) days' advanced written notice to the other party. Except as otherwise allowed or provided under this Agreement, City's sole liability upon such termination shall be to pay for acceptable work performed prior to Contractor's receipt of the notice of termination, if City is the terminating party, or Contractor's sending of the notice of termination, if Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under, or breaches of, this Agreement. Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Furthermore, City reserves the right to immediately cancel this Agreement if Contractor violates any provision specifically outlined in Paragraph 10 of this Agreement.

4. PRICE

City shall pay Contractor a total of \$ 903,154.52 inclusive of New Mexico gross receipts taxes. Contractor shall be responsible for paying all costs associated with performance of duties, including but not limited to, mileage and "wear and tear" of vehicles, and costs of equipment necessary to perform services. Contractor shall submit a monthly invoice for services performed in any given month. Upon receipt of any invoice, City shall render payment for said invoice as soon as practical within fifteen (15) days. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein. Contractor and City shall both be required to keep detailed records regarding the services rendered. In the event City disputes an invoice, Contractor shall provide City with records regarding all services rendered. Contractor shall remit all invoices to ATTN: Finance Department, 200 E. Broadway Street, Hobbs, NM 88240.

Parties agree that the aggregate amount contemplated by this Agreement, including all contemplated gross receipts taxes, shall not exceed \$ 903,154.52. All amounts contemplated herein shall include all necessary labor, equipment, materials and all other costs necessary to complete the project as specified herein. Approval and acceptance of Contractor's satisfactory completion of the project shall be a prerequisite to final payment. Nothing contained in this Agreement shall be construed by Contractor as guaranteeing Contractor any minimum amount of work. Contractor, upon final payment of all amounts due under this Agreement, releases City and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. No guarantee of future contracts will be granted to any Contractor.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being given by the City of Hobbs' City Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not given by the City of Hobbs' City Commissioners, this Agreement shall terminate immediately upon written notice being given by City to Contractor. City's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final. If City proposes an amendment to this Agreement to unilaterally reduce funding, Contractor shall have the option to terminate this Agreement or in its alternative, to agree to the reduced funding within thirty (30) days of receipt of the proposed amendment.

5. INSURANCE REQUIREMENTS

Contractor shall maintain insurance coverage through the duration of this Agreement. Contractor shall provide City with a certificate of insurance coverage for General Liability (GL) in a minimum amount of \$ 1,000,000 per occurrence, and naming City as an additional insured. The insurance required herein shall be primary and shall be attached hereto as "Exhibit A."

6. INDEMNITY AND HOLD HARMLESS

Contractor shall indemnify, defend and hold City, the City Commission of the City of Hobbs, its individual commissioners, its officers, employees and agents, past or present, harmless from any and all causes of action, suits, claims, judgments, losses, costs, expenses, and liens of every kind and nature, including, but not limited to court costs and attorney's fees, arising or alleged to have arisen due to negligence of Contractor, or any employees working under Contractor, while engaged in the performance of this Agreement, or for Contractor's failure to render services, or any breach of this Agreement. Indemnification shall survive the expiration of this Agreement.

City shall not be liable to Contractor, or Contractor's successors, heirs, agents, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold City harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by City in connection with the performance by Contractor of Contractor's duties according to this Agreement.

7. FACILITY AND EQUIPMENT—SAFETY

Contractor shall report any unsafe conditions prior to the commencement of any activity. Commencement of activity by the Contractor constitutes agreement as to the safety of the premises. Contractor is responsible for supervision of all participants so as to conduct the services in a safe and orderly manner. Contractor shall be solely responsible for the safety of any of their employees, affiliates, associates, or subcontractors. City is not required to provide storage for Contractor's equipment or materials.

8. BACKGROUND CHECK

Contractor is subject to a background check prior to providing services. By signing this Agreement, the Contractor is certifying that they have reviewed criminal background histories of each and every employee, assistant and/or agent working for Contractor. Contractor further certifies that no person with a history of sexual or violent offenses is in Contractor's employ in any fashion. Employees, assistants and/or agents who are minors (under 18 years old) shall be supervised by an adult in Contractor's employ at all times.

9. DRUG-FREE WORKPLACE

City seeks to provide a safe and productive work environment that is free from impaired performance caused by the use of alcohol, controlled substances, and/or medications. The Contractor agrees to maintain such an environment.

10. RULES, REGULATIONS, AND CARE

Contractor shall treat all individuals and City employees with respect and will not subject anyone to discrimination or harassment because of the person's race, color, sexual orientation, national origin, age, religion, gender, gender identity, or disability. Contractor shall use all reasonable care so as to not damage, or authorize any other person/entity, to damage the property of City. In the event that any City-owned property, whatsoever, is damaged or destroyed due to the negligence or acts of omissions of the Contractor, or any agent of Contractor, Contractor shall replace or repair the damage at no cost to City. City shall determine the existence of any damage and provide Contractor with an estimate of repair or replacement costs. Damage shall be repaired or replaced by Contractor to the reasonable satisfaction of City within thirty (30) days of receipt of written notification from City. If Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from payments provided for in this Agreement. City reserves the right to immediately cancel the Agreement if the Contractor violates any provision herein.

11. NOTICE

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to City, ATTN: Finance Department, City Hall, 200 E. Broadway Street, Hobbs, NM 88240 and to Contractor at P.O. Box 9263 Albuquerque, NM 87119 or to such other address as requested in writing by either party. Notice shall be deemed to be received on the fifth day following posting.

12. CONFLICT OF INTEREST AND GOVERNMENTAL CONDUCT ACT

A. Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, Section 10-16-4.3, Contractor does not employ, has not employed, and will not employ during the term of this Agreement any City employee while such employee was or is employed by City and participating directly or indirectly in City's contracting process;

2) this Agreement complies with NMSA 1978, Section 10-16-7(B), because (i) Contractor is not a public officer or employee of City; (ii) Contractor is not a member of the family of a public officer or employee of City; (iii) Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if Contractor is a public officer or employee of City, a member of the family of a public officer or employee of City, or a business in which a public officer or employee of City or the family of a public officer or employee of City has a substantial interest, public notice was given as required by NMSA 1978, Section 10-16-7(B), and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, Section 10-16-8(C), (i) Contractor is not, and has not been represented by, a person who has been a public officer or employee of City within the preceding year and whose official act directly resulted in this Agreement and (ii) Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of City whose official act, while in City employment, directly resulted in City making this Agreement;

4) in accordance with NMSA 1978, Section 10-16-13, Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with NMSA 1978, Section 10-16-3 and Section 10-16-13.3, Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of City.

C. Contractor's representations and warranties in Paragraphs A and B of this Section 12 are material representations of fact upon which City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Section 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Section 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to City and notwithstanding anything in the Agreement to the contrary, City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in Section 12(B).

13. MISCELLANEOUS PROVISIONS

Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of City.

Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from City. In all cases, Contractor is solely responsible for fulfillment of this Agreement. Duly authorized representatives for City shall have the right to direct and inspect the work under this Agreement.

If any part of this Agreement is found to be in violation of the laws or Constitution of New Mexico, only such part thereof shall be thereby invalidated, and all other parts of this Agreement shall remain valid and enforceable.

This Agreement is governed by the laws of the State of New Mexico and will bind and inure to the benefit of City and Contractor, their respective successors and assigns. In the event that Contractor defaults on any term of this Agreement, after reasonable attempts to cure said default, City retains the right to declare this Agreement void. In the event that this Agreement is declared void, neither party shall be obligated to perform further under this Agreement. Jurisdiction and venue relating to any litigation or dispute arising out of this Agreement shall be in the District Court of Lea County, New Mexico, only. Contractor agrees to pay City reasonable costs, including court fees and reasonable attorney's fees, incurred by City in the enforcement of this Agreement, even though City may employ in-house legal counsel.

A party shall be excused from performance under this agreement for any period that the party is directly prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

In the event that Contractor desires to cancel the scheduled services for any reason, Contractor is responsible for the following:

Contacting City via telephone at (575) 397-9239 ; and
Contacting City via e-mail at bhukins@hobbsnm.org.

Any change orders shall be in writing and signed by the parties specifically enumerating the additional work to be performed, change in scope, and/or the cost therein. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights but the ones delineated in said effective waiver.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that they have the legal power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

This Agreement incorporates all of the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

The foregoing constitutes the entire Agreement between the parties. This Agreement may only be modified through a written amendment signed by both parties.

[Required Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written on the first page of this Agreement.

THE CITY OF HOBBS, NEW MEXICO

Department Head Approval:



Account No.: 61-4061-43015
Project # _____

Finance Director:

Finance Director

Contractor Approval:

Contractor Signature

City Attorney "as to form" Approval:

City Attorney

City Manager Approval:

City Manager

City Clerk Approval:

City Clerk (Professional Service
Contracts over \$75,000)

City Clerk

Mayor Approval:

(Professional Service Contracts over
\$75,000)

Mayor



PO BOX 9263
ALBUQUERQUE, NM 87119
PHONE (505) 877-0287
CELL (505) 259-0561
FAX (505) 877-0459

City of Hobbs, Jefferson Pump Station Service Upgrade and New Standby Generator

Submitted on 2July2024

State of New Mexico agreement number 40-00000-23-00018

Chris Maynard

Peter Zacharias

Gentlemen,

The following is a scope of supply with pricing to install new generator and transfer switch at your Jefferson Pump Station Facility.

1. SUPPLY AND INSTALL THE FOLLOWING

- a. NEW 750 KW GENERATOR**
- b. NEW 1200 AND MAIN DISCONNECT SWITCH NEXT TO EXISTING METERING ENCLOSURE**
- c. NEW 1200 AMP AUTOMATIC TRANSFER SWITCH**
- d. RE-ROUTE EXISTING FEEDER TO NEW MAIN DISCONNECT**
- e. NEW CONDUIT AND CONDUCTORS FROM NEW MAIN TO TRANSFER SWITCH**
- f. CONDUIT AND CONDUCTORS FROM TRANSFER SWITCH TO EXISTING MAIN DISTRIBUTION SWITCHGEAR**
- g. CONDUIT AND CONDUCTORS FROM TRANSFER SWITCH TO NEW GENERATOR.**
- h. NEW CONCRETE PAD FOR GENERATOR AND NEW "ATS" AND MAIN**
- i. NEW CONDUIT AND CONDUCTORS FROM MDP ROUTED ON TANK AND UNDERGROUND TO FEED WELL 18**
- j. NEW CONDUIT AND CONDUCTORS FROM MDP TO FEED NEW TRANSFER SWITCH AT FIRE STATION.**
- k. TEMPORARY POLE TO FEED STATION LIGHTING AND "SCADA SYSTEM" DURING CONSTRUCTION.**

EXHIBIT A

- I. NEW BREAKER IN MDP TO FEED WELL 18**
- m. NEW BREAKER IN MDP TO FEED EXISTING LIGHTING AND POWER PANEL FOR STATION**
- n. NEW BREAKER IN MDP TO FEED EMERGENCY SIDE OF TRANSFER SWITCH AT FIRE STATION**
- o. REMOVAL OF OLD GEN SET AND PAD**
- p. NEW 5' X 5' MANWAY IN TOP OF TANK WITH HATCH**
- q. NEW TRANSFER SWITCH AT FIRE STATION**
- r. FINAL CLEAN UP AND GRADING**

- I. PRICING FOR ABOVE**

1. LABOR	\$317,457.40
2. TAX ON LABOR	\$ 20,833.15
3. MATERIAL	\$564,863.97
4. TOTAL	\$903,154.52

Thank You,

Richard Durbin

Electrical Dept. Manager

Alpha Southwest



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 5th, 2024

SUBJECT: NMED CAPITAL OUTLAY GRANT SAP 24-I2392-GF – HOBBS WATER WELL CONSTRUCTION

DEPT. OF ORIGIN: Utilities Department
DATE SUBMITTED: 7-25-24
SUBMITTED BY: Tim Woomer, Utilities Director

Summary:

The City has received a capital appropriation from the 2024 Legislative session in the amount of \$525,000 to plan, design, construct and equip water wells, including backup generators. This funding is planned for use in the design, planning, constructing and equipping the City of Hobbs Well #30 project. Preliminary design has already been completed for the Well #30 project. Utility Department Staff is currently engaging a consultant to assist in the modeling and analysis of the aquifer in order to assist the City of Hobbs with permitting from the State Engineers' Office.

Fiscal Impact:

Reviewed By: Finance

Budget Line: 61-4061-44901-00095
Amount: \$600,000.00
Grant: \$525,000.00

Attachments:

Resolution / Grant / Preliminary Site Plan

Legal Review:

Approved As To Form: Valerie S. Chacon
City Attorney

Recommendation:

To make a motion to approve the Resolution for the Mayor to execute grant agreement with the New Mexico Environment Department (NMED)

Approved For Submittal By:

Tim Woomer
Department Director
[Signature]
City Manager

**CITY CLERKS USE ONLY
COMMISSION ACTION TAKEN**

Resolution No. _____ Continued To: _____
Ordinance No. _____ Referred To: _____
Approved _____ Denied _____
Other _____ File No. _____

CITY OF HOBBS

RESOLUTION NO. 7528

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
GRANT AGREEMENT WITH THE STATE OF NEW MEXICO
ENVIRONMENT DEPARTMENT FOR SAP 24-I2392-GF**

Whereas, the Commission of the City of Hobbs of Lea County of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department, and

Whereas, the Agreement is identified as **Project Number SAP 24-I2392-GF**

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that Sam D. Cobb, Mayor, or successor be and hereby is, authorized and directed to execute on behalf of the City of Hobbs the Grant Agreement for this project, and

Manny Gomez, City Manager, or successor is the OFFICIAL REPRESENTATIVE who is authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements (Project Description, Disbursements) and to act as the project contact, and

Todd Randall, Assistant City Manager, or successor is the Capital Projects Monitoring System (CPMS) contact who is designated to update the CPMS database monthly per Article VIII. A. of the Intergovernmental Grant Agreement, and

Toby Spears, Finance Director, or successor is the CONTACT who is designated to receive Notice of Obligations (NOO's).

PASSED, ADOPTED AND APPROVED this 5th day of August, 2024.

SAM D COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**STATE OF NEW MEXICO
ENVIRONMENT DEPARTMENT
CAPITAL APPROPRIATION PROJECT
HOBBS WATER WELL CONSTRUCT
SAP 24-I2392-GF**

THIS AGREEMENT between the New Mexico Environment Department hereinafter called the "Department" or NMED, and City of Hobbs hereinafter called the "Grantee" becomes effective on the date signed by the NMED.

RECITALS

WHEREAS, in the Laws of 2024, Chapter 66, Section 20, Subsection 38 the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, NMED is empowered pursuant to Section 74-1-6 B, NMSA 1978 to contract in its own name.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

SAP 24-I2392-GF \$525,000.00 APPROPRIATION REVERSION DATE: June 30, 2028

Laws of 2024, Chapter 66, Section 20, Subsection 38, Five Hundred Twenty Five Thousand Dollars, (\$525,000.00), from the General Fund to plan, design, construct and equip water wells, including backup generators, for Hobbs in Lea county;

The Grantee's total reimbursements shall not exceed Five Hundred Twenty Five Thousand Dollars, \$525,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, Five Hundred Twenty Five Thousand Dollars, \$525,000.00 (the "Adjusted Appropriation Amount").

¹ The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued, and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third-Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

² "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third-party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

(vi) The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. The Grantee's submission of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- a. The Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
- b. The Grantee acknowledges and agrees that if it chooses to enter into a Third-Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
- c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.
- d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed on their Resolution of Signatory Authority as their representatives with all matters concerning this Agreement.

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

NMED Program Administrator
NMENV-cpbsap@state.nm.us

505-670-3418
505-670-3615

NMED Project Manager

Name: Brandon Kalinowski

Email: brandon.kalinowski@env.nm.gov

Telephone: 505-670-3571

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above-named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2028 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are **not** expended, and an expenditure has **not** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination.

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term “non-appropriate” or “non-appropriation” includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department’s decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department’s Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department’s sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department’s sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

If the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not

obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration. Additionally, the Grantee shall certify on the Request for Payment form that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee a minimum of thirty (30) days' written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

The Grantee shall respond to such requests for additional information within a reasonable amount of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of execution of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department:

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred, or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third-party contractor or vendor; or
- (ii) No more than twenty (20) days from date of Early Termination; or
- (iii) For reverting projects, no more than twenty (20) days after June 30 reversion unless advised in writing differently.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to the Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
- (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
- (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- (i) The Grantee has the legal authority to receive and expend the Project's funds.

- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third-Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

- A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.
- B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.
- C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be

required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred because of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the SO CENTRAL SWA may immediately terminate this Agreement by giving Contractor written notice of such termination. The SO CENTRAL SWA's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the SO CENTRAL SWA or the New Mexico Environment Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the SO CENTRAL SWA or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a New Mexico Environment Department Grant Agreement. Should the New Mexico Environment Department early terminate the grant agreement, the SO CENTRAL SWA may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the SO CENTRAL SWA] only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

- A. Throughout the term of this Agreement, Grantee shall:
1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor.
 2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 3. timely submit all required financial reports to its budgetary oversight agency (if any); and
 4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.
- B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
1. suspend new or further obligations pursuant to Article VI(A) of this Agreement.
 2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance.
 3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
 4. terminate this Agreement pursuant to Article V(A) of this Agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

Authorization Page
HOBBS WATER WELL CONSTRUCT SAP 24-I2392-GF

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Entity Name

Signature of Official with Authority to Bind Grantee

By: _____
(Print Name)

Its: _____
(Title)

Date

New Mexico Environment Department

Judith L. Kahl, P.E., Bureau Chief, NMED Construction Programs Bureau
Signed pursuant to the February 19, 2024 Secretary of Environment Delegation Order

Exhibit 1 – Request for Payment
Not for NMED use. NMED Disbursement Form is below.

STATE OF NEW MEXICO CAPITAL GRANT PROJECT Request for Payment Form Exhibit 1

I. Grantee Information (Make sure information is complete & accurate)	II. Payment Computation
A. Grantee: _____	A. Payment Request No. _____
B. Address: _____ (Complete Mailing, including Suite, if applicable)	B. Grant Amount: <u>\$ 0.00</u>
City, State, Zip _____	C. AIPP Amount (if Applicable): <u>\$ 0.00</u>
C. Contact Name/Phone #: _____	D. Funds Requested to Date: <u>\$ 0.00</u>
D. Grant No: _____	E. Amount Requested this Payment: <u>\$ 0.00</u>
E. Project Title: _____	F. Reversion Amount (if Applicable): <u>\$ 0.00</u>
F. Grant Expiration Date: _____	G. Grant Balance: <u>\$ 0.00</u>
	H. <input type="checkbox"/> GF <input type="checkbox"/> GOB <input type="checkbox"/> STB (attach wire if first draw)
	I. <input type="checkbox"/> Final Request for Payment (if Applicable)

III. Fiscal Year : 2024 (July 1, 2023-June 30, 2024)
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ Reporting Certification: I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones, and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☐ Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

_____ Grantee Fiscal Officer or Fiscal Agent (if applicable)	_____ Grantee Representative
--	---------------------------------

_____ Printed Name	_____ Printed Name
Date: _____	Date: _____

(State Agency Use Only)

Vendor Code: _____	Fund No.: _____	Loa No.: _____
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I certify that the State Agency financial and vendor file information agree with the above submitted information.

_____ Division Fiscal Officer	_____ Date	_____ Division Project Manager	_____ Date
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September 2014

Exhibit 2 – Notice of Obligation
Not for NMED Use, Contact Project Manager

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____ Project Manager

FROM: Grantee Entity: _____

Official Representative: _____ Signature

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____ \$ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____ Project Manager

Signature: _____

Date: _____

1. Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

New Mexico Environment Department (NMED)
Capital Appropriations Certification Document
Article IX. A. (ii) and (iii)
HOBBS WATER WELL CONSTRUCT - SAP 24-12392-GF

Payment Request No _____

I certify that payment to all vendors on the above referenced payment request were paid no more than five (5) days after receiving reimbursement from NMED.

Official Representative, Signed Name, Printed Name, Date

Rev. May 2024

NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU
NMED DISBURSEMENT REQUEST
SPECIAL APPROPRIATIONS PROGRAM (SAP)

A. NAME OF ENTITY

C. DISBURSEMENT REQUEST NUMBER

B. PROJECT NUMBER

D. GRANT AMOUNT

	PREVIOUS EXPENDITURES		CURRENT EXPENDITURES		CUMULATIVE		FUNDS REMAINING		
	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	
Engineer Fees	\$ 0.00	\$ 0.00	\$ 0.00		\$ 0.00	\$ 0.00			
Other Professional	\$ 0.00		\$ 0.00		\$ 0.00	\$ 0.00			
Service Fees	\$ 0.00		\$ 0.00		\$ 0.00	\$ 0.00			
Inspection Fees	\$ 0.00		\$ 0.00		\$ 0.00	\$ 0.00			
Property Acquisition	\$ 0.00		\$ 0.00		\$ 0.00	\$ 0.00			
Construction Cost	\$ 0.00		\$ 0.00		\$ 0.00	\$ 0.00			
Planning Cost	\$ 0.00		\$ 0.00		\$ 0.00	\$ 0.00			
Equipment	\$ 0.00		\$ 0.00		\$ 0.00	\$ 0.00			
Other Costs (specify)	\$ 0.00		\$ 0.00		\$ 0.00	\$ 0.00			
Contingencies	\$ 0.00		\$ 0.00		\$ 0.00	\$ 0.00			
TOTAL	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Article IX.A. (iii). By checking this box you are stating that payment has NOT been paid to the vendors associated with this request. Upon receipt of payment from NMED, certification of payment will be sent within 10 days from the date of receiving reimbursement.				<input type="checkbox"/>	Article IX. A. (ii). By checking this box you are certifying that the vendors associated with this request have been paid.				<input type="checkbox"/>
Certification: Under penalty of law, I certify that all the above expenditures are true and correct and are for appropriate purposes in accordance with the terms and conditions of the pertinent Loan/Grant Agreement; that all of the above expenses are properly documented, and are actual invoices; that payment has not been received; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.									
Reporting Certification: I hereby certify to the best of my knowledge and belief, that the database reporting is up to date; to include the accuracy of the expenditures and grant balance, project status, project phase, achievements and milestones, and in compliance with Article VIII of the Capital Outlay Grant Agreement.									
Signature of Official Representative:		Typed or Printed Name:		Phone:		Date:			
X									

A RESOLUTION AUTHORIZING THE ASSIGNMENT OF AUTHORIZED OFFICER(S) AND AGENT(S)
Resolution Number

Whereas, the **Board of Directors / Council / Commission** of **Community / Utility** of **County Name** County of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department, and

Whereas, the Agreement is identified as **Project Number SAP 24-I2392-GF**

NOW THEREFORE, BE IT RESOLVED by the named applicant that:

(Name), Mayor/ Chairperson / Director / Officer, or successor is authorized to sign the Grant Agreement for this project, and

(Authorized Office Name), (Authorized Officer Title), (may have more than one) or successor is the OFFICAL REPRESENTATIVE(S) who is authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements (Project Description, Disbursements and to act as the project contact, and

(Designated Agent or Employee Name), (Title), or successor is the Capital Projects Monitoring System (CPMS) contact who is designated to update the CPMS database monthly per Article VIII. A. of the Intergovernmental Grant Agreement.

(Designated Agen or Employee Name, (Title), (may have more than one) or successors is the CONTACT who is designated to receive Notice of Obligations (NOO'S).

PASSED, APPROVED, AND ADOPTED: _____.

Name, Mayor / Chairperson / Director / Officer, Title, Community / Utility

(Signature)

Date

(SEAL)

ATTEST:

(Municipal Clerk)

Name of Grantee: HOBBS Project Number: SAP 24-I2392-GF

Current Authorized Signatures (submit with Signature Resolution, update when necessary)

Authorized to Sign Agreement			
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
Email		Email	
Phone		Phone	
Official Representatives authorized to sign Disbursement Requests and all other documents.			
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
Email		Email	
Phone		Phone	
Alternate Official Representative, to sign Disbursement Requests and all other documents and act as the Point of Contact.			
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
Email		Email	
Phone		Phone	
Designated Agent or Employee that will make monthly CPMS updates			
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
Email		Email	
Phone		Phone	
Notice of Obligations (NOO's)			
Name		Name	
Title		Title	
Signature	No Signature Required	Signature	No Signature Required
Address		Address	
Email		Email	
Phone		Phone	

**ATTACHMENT B
TECHNICAL REQUIREMENTS
NEW MEXICO ENVIRONMENT DEPARTMENT
CAPITAL OUTLAY**

ARTICLE 1 **REVIEW**

Upon execution of the grant agreement, the Grantee will follow the procedures listed below unless waived in writing by the New Mexico Environment Department (NMED) (payment may be withheld if any of these procedures are not followed by the Grantee).

- A. The Grantee must submit copies to NMED of all executed contracts entered into by the Grantee and related to the project for the creation of a notice of obligation. Only approved eligible expenditures incurred **after** the effective date of the Grant Agreement shall be reimbursed or paid from these funds.
- B. If grant funds are used for construction, a site certificate must be submitted prior to project bid advertisement that certifies all necessary easements, rights-of-way, and/or property upon or through which the project is being constructed have been obtained. The Site Certificate must be signed by an attorney, engineer, surveyor, or title abstractor.
- C. If grant funds are used for construction, the Grantee will submit notice of the award and a copy of the executed construction contract documents.
- D. The Grantee will provide a full-time construction inspector during construction of the project unless NMED determines that part time inspection is adequate for the project. This must be requested and approved by NMED prior to the start of construction.
- E. All daily construction inspection reports shall be made available to the NMED upon request.
- F. Notwithstanding the inspections performed by the Grantee and its engineer, NMED will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans but will be a general NMED review as described in Article 2 below.

ARTICLE 2 **NMED OVERSIGHT**

NMED oversight is only for purposes of compliance with applicable state grant requirements, procedures, statutes, and regulations. NMED approval will not be interpreted as a warranty or guarantee of any kind. Responsibility for the design of the project will lie solely with the engineer of record. All defects and their correction will be the responsibility of the Grantee and its contractors and engineers or consultants. Any questions raised by NMED during its inspections and reviews shall be resolved exclusively by the Grantee. The Grantee and its contractors and engineers or consultants will remain responsible for the completion and success of the project. No action by NMED shall relieve the owner, engineer, or contractor of legal responsibilities for the overall integrity of the project, adequacy of the design, safety, or compliance with all applicable regulations.

ARTICLE 3 **CLOSEOUT**

- A. The project will not be considered complete until the work as defined in this agreement has been fully performed, and finally and unconditionally accepted by the Grantee and the engineer of record.
- B. If the grant funds are used for purchase of equipment, final payment will be made after receipt of the equipment and equipment title, if applicable. Appraisal reports are required for the purchase of used equipment.
- C. If the grant funds are used for construction, final payment will be made after the following items, unless waived by NMED, have been provided to NMED, and have been reviewed and approved by NMED:
 - i. A certificate of substantial completion including punch list items.
 - ii. A final certified construction pay request prepared by the Grantee's project engineer and approved by the Grantee.
 - iii. A written consent of the surety, if any, to final payment.
 - iv. Complete and legally effective releases or waivers (satisfactory to the Grantee) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished there under. In lieu thereof and as approved by the Grantee, contractor(s) may furnish receipts or releases in full; an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied.
 - v. Certification letter by the Grantee and contractor that the Labor Standards Contract Provisions have been met.
 - vi. Certification letter of project acceptance by the Grantee and the Grantee's project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Grantee, or if payment and materials performance bonds are "called", an acceptance close-out settlement to the Grantee and contractors will be submitted to NMED.
 - vii. Certification letter from the Grantee confirming receipt and acceptance of the record drawings and operation and maintenance manuals.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 5, 2024

SUBJECT: 2024 State Appropriation; 24-I2985 City of Hobbs Fire Department Heavy Rescue/Hazardous Material Vehicles Purchase

DEPT. OF ORIGIN: Fire Department

DATE SUBMITTED: July 23, 2024

SUBMITTED BY: Mark Doport, Fire Chief

Summary:

A State of New Mexico 2024 Legislative Capital Appropriation Project in the amount of \$1,500,000 has been awarded to the City of Hobbs Fire Department to purchase and equip heavy rescue hazardous material vehicles. This project will address the need to replace two existing apparatus that are reaching the end of their operation capability. This project allows the department to continue the high level of service expected and currently provided throughout the community.

A resolution from the City of Hobbs Commission is required which authorizes the Mayor to sign the grant agreement and designates an official representative and a Fiscal Officer who will be the points of contact and authorized signatory(s) for reimbursement requests and other documents required by the Department of Finance Administration.

Fiscal Impact: \$1,500,000 (revenue)

Reviewed By: _____

Finance Department

After execution of the grant agreement, the City will be eligible to submit for reimbursement of actual costs for the purchase of heavy rescue hazardous material vehicles and equipment up to the appropriation amount of \$1,500,000.00. The reversion date for this appropriation is June 30, 2026.

Attachments:

1. Resolution authorizing the Mayor to sign grant agreement 24-I2985
2. Grant Agreement 24-I2985; State of New Mexico, Department of Finance and Administration

Legal Review:

Approved As To Form: _____

Valerie Ch
City Attorney

Recommendation:

Approve a resolution authorizing the Mayor of the City of Hobbs to sign grant agreement 24-I2985 in the amount of \$1,500,000.00 to purchase and equip heavy rescue hazardous material vehicles for the City of Hobbs Fire Department.

Approved For Submittal By: _____

MD
Department Director

[Signature]
City Manager

**CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

CITY OF HOBBS

RESOLUTION NO. 7529

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A GRANT AGREEMENT
2024 CAPITAL APPROPRIATION PROJECT NUMBER 24-I2985
PURCHASE AND EQUIP HEAVY RESCUE HAZARDOUS MATERIAL VEHICLES

WHEREAS, the State of New Mexico 2024 Legislative Capital Appropriation Project has been awarded to the City of Hobbs Fire Department; and

WHEREAS, this grant is for the purchase and equipping of heavy rescue hazardous material vehicles; and

WHEREAS, this project will address the need to replace two existing apparatus that are reaching the end of their operation capability.;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized and directed to take all necessary and appropriate action to effectuate this Resolution for a Grant Agreement with the State of New Mexico, Department of Finance and Administration for the Project No. 24-I2985, a copy of which is attached hereto and incorporated herein.

PASSED, APPROVED AND ADOPTED this 5th day of August, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of the date it is executed, by and between the Department of Finance and Administration, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **CITY OF HOBBS**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the **Laws of 2024, Chapter 66, Section 28, Paragraph 343**, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

24-12985 \$1,500,000.00 APPROPRIATION REVERSION DATE: June 30, 2026

Laws of 2024, Chapter 66, Section 28, Paragraph 343, One Million Five Hundred Thousand (\$1,500,000.00), from the General Fund 93100 to purchase and equip heavy rescue hazardous material vehicles in Hobbs in Lea county;

The Grantee's total reimbursements shall not exceed One Million Five Hundred Thousand \$1,500,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, Zero \$0.00, which equals One Million Five Hundred Thousand \$1,500,000.00 (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." [Optional Language if special conditions apply. Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

- A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:
- i. Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
 - ii. The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
 - iii. The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
 - iv. The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
 - v. In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.
- Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and
- vi. The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
 - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
 - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.
 - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.
- B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- C. Project funds shall not be used for purposes other than those specified in the Project Description.
- D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

¹The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

²"Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: CITY OF HOBBS
Name: Manny Gomez
Title: City Manager
Address: 200 E. Broadway St., Hobbs, NM 88240
Email: Mgonmez@hobbsnm.org
Telephone: 575-397-9206

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: CITY OF HOBBS
Name: Toby Spears
Title: Finance Director
Address: 200 E. Broadway St., Hobbs, NM 88240
Email: tspears@hobbsnm.org
Telephone: 575-397-9235

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Nicole Silva
Title: Program Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email: Nicole.Silva@dfa.nm.gov
Telephone: 505-470-7041

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

- A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2026** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- i. Termination due to completion of the Project before the Reversion Date; or
- ii. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- iii. Termination for violation of the terms of this Agreement; or
- iv. Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

- A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:
- i. The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
 - ii. The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
 - iii. The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

- B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

- C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration. Additionally, the Grantee shall certify on the Request for Payment form that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- i. request such additional information regarding the Project as it deems necessary; and
- ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:

- i. The Grantee must submit a Request for Payment; and
- ii. Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- iii. In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of execution of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- i. Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- ii. Twenty (20) days from date of Early Termination; or

iii. Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

- i. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- ii. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- iii. The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
- iv. The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
- v. The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- i. The Grantee has the legal authority to receive and expend the Project's funds.
- ii. This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- iii. This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- iv. The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- v. The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- vi. The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower

protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

- vii. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

- A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.
- B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.
- C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **CITY OF HOBBS** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **CITY OF HOBBS**'s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **CITY OF HOBBS** or the Department of

Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the CITY OF HOBBS or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the CITY OF HOBBS may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the CITY OF HOBBS only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Entity Name

Signature of Official with Authority to Bind Grantee

By: _____

(Print Name)

Its: _____

(Title)

Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

By:

Its: Cabinet Secretary or Designee

Date

**STATE OF NEW MEXICO
GRANT PROJECT
Request for Payment Form
Exhibit 1**

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)

City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____
B. Grant Amount: _____
C. AIPP Amount (If Applicable): _____
D. Funds Requested to Date: _____
E. Amount Requested this Payment: _____
F. Reversion Amount (If Applicable): _____
G. Grant Balance: _____
H. Final Request for Payment (if Applicable) _____

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ Reporting Certification: I hereby certify to the best of my knowledge and belief, that reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with the Grant Agreement.

V. ☐ Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

**Grantee Fiscal Officer
or Fiscal Agent (if applicable)**

Grantee Representative

Printed Name

Date: _____

Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ PO # _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer

Date

Division Project Manager

Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____
Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee
Grant Number: _____
Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 5, 2024

SUBJECT: 2024 State Appropriation; 24-I2986 City of Hobbs Fire Department Training Facilities

DEPT. OF ORIGIN: Fire Department

DATE SUBMITTED: July 23, 2024

SUBMITTED BY: Mark Doport, Fire Chief

Summary:

A State of New Mexico 2024 Legislative Capital Appropriation Project in the amount of \$1,424,000.00 has been awarded to the City of Hobbs Fire Department to plan, design, construct, and improve training facilities, including a fire training tower and public safety center. This project will enhance our training capabilities, improve safety, develop much-needed skills, and improve the service we provide to the community.

A resolution from the City of Hobbs Commission is required which authorizes the Mayor to sign the grant agreement and designates an official representative and a Fiscal Officer who will be the points of contact and authorized signatory(s) for reimbursement requests and other documents required by the Department of Finance Administration.

Fiscal Impact: \$1,424,000 (revenue)

Reviewed By: _____

Finance Department

After execution of the grant agreement, the City will be eligible to submit for reimbursement of actual costs to plan, design, construct, and improve training facilities, including a fire training tower and public safety center up to the appropriation amount of \$1,424,000.00 minus the allocation for Art in Public Places, in the amount of Fourteen Thousand Two Hundred Fourth \$14,240.00, which equals One Million Four Hundred Nine Thousand Seven Hundred Sixty \$1,409,760.00 The reversion date for this appropriation is June 30, 2028.

Attachments:

1. Resolution authorizing the Mayor to sign grant agreement 24-I2986
2. Grant Agreement 24-I2986; State of New Mexico, Department of Finance and Administration

Legal Review:

Approved As To Form: _____

City Attorney

Recommendation:

Approve a resolution authorizing the Mayor of the City of Hobbs to sign grant agreement 24-I2986 in the amount of \$1,424,000.00 to plan, design, construct, and improve training facilities, including a fire training tower and public safety center for the City of Hobbs Fire Department.

Approved For Submittal By: _____

Department Director

City Manager

**CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN**

Resolution No. _____

Ordinance No. _____

Approved _____

Other _____

Continued To: _____

Referred To: _____

Denied _____

File No. _____

CITY OF HOBBS

RESOLUTION NO. 7530

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A GRANT AGREEMENT
2024 CAPITAL APPROPRIATION PROJECT NUMBER 2-I2986
PLAN, DESIGN, CONSTRUCT, AND IMPROVE TRAINING FACILITIES, INCLUDING
A FIRE TRAINING TOWER AND PUBLIC SAFETY CENTER

WHEREAS, the State of New Mexico 2024 Legislative Capital Appropriation Project has been awarded to the City of Hobbs Fire Department; and

WHEREAS, this grant is for the plan, design, construction, and improvement of training facilities, including a fire training tower and public safety center; and

WHEREAS, this project will enhance our training capabilities, improve safety, develop much-needed skills, and improve the service we provide to the community;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized and directed to take all necessary and appropriate action to effectuate this Resolution for a Grant Agreement with the State of New Mexico, Department of Finance and Administration for the Project No. 24-I2986, a copy of which is attached hereto and incorporated herein.

PASSED, APPROVED AND ADOPTED this 5th day of August, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of the date it is executed, by and between the Department of Finance and Administration, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **CITY OF HOBBS**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the **Laws of 2024, Chapter 66, Section 28, Paragraph 344**, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

24-12986 \$1,424,000.00 APPROPRIATION REVERSION DATE: June 30, 2028

Laws of 2024, Chapter 66, Section 28, Paragraph 344, One Million Four Hundred Twenty-four Thousand (\$1,424,000.00), from the General Fund 93100 to plan, design, construct and improve training facilities, including a fire training tower and public safety center, in Hobbs in Lea county;

The Grantee's total reimbursements shall not exceed One Million Four Hundred Twenty-four Thousand \$1,424,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, Fourteen Thousand Two Hundred Forty \$14,240.00, which equals One Million Four Hundred Nine Thousand Seven Hundred Sixty \$1,409,760.00 (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." [Optional Language if special conditions apply. Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

- A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:
- i. Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
 - ii. The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
 - iii. The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
 - iv. The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
 - v. In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.
- Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and
- vi. The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
 - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
 - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.
 - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.
- B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- C. Project funds shall not be used for purposes other than those specified in the Project Description.
- D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

¹The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

²"Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: CITY OF HOBBS
Name: Manny Gomez
Title: City Manager
Address: 200 E. Broadway St., Hobbs, NM 88240
Email: Mgoniez@hobbsnm.org
Telephone: 575-397-9206

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: CITY OF HOBBS
Name: Toby Spears
Title: Finance Director
Address: 200 E. Broadway St., Hobbs, NM 88240
Email: tspears@hobbsnm.org
Telephone: 575-397-9235

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Nicole Silva
Title: Program Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email: Nicole.Silva@dfa.nm.gov
Telephone: 505-470-7041

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

- A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2028** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- i. Termination due to completion of the Project before the Reversion Date; or
- ii. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- iii. Termination for violation of the terms of this Agreement; or
- iv. Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

- A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:
- i. The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
 - ii. The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
 - iii. The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

- B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

- C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration. Additionally, the Grantee shall certify on the Request for Payment form that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- i. request such additional information regarding the Project as it deems necessary; and
- ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:

- i. The Grantee must submit a Request for Payment; and
- ii. Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- iii. In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of execution of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- i. Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- ii. Twenty (20) days from date of Early Termination; or

iii. Twenty (20) days from the Reversion Date.

- D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

- i. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- ii. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- iii. The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
- iv. The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
- v. The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- i. The Grantee has the legal authority to receive and expend the Project's funds.
- ii. This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- iii. This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- iv. The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- v. The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- vi. The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower

protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

- vii. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

- A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.
- B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.
- C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **CITY OF HOBBS** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **CITY OF HOBBS**'s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **CITY OF HOBBS** or the Department of

Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **CITY OF HOBBS** or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the CITY OF HOBBS may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the CITY OF HOBBS only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Entity Name

Signature of Official with Authority to Bind Grantee

By: _____

(Print Name)

Its: _____

(Title)

Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

By:

Its: Cabinet Secretary or Designee

Date

**STATE OF NEW MEXICO
GRANT PROJECT
Request for Payment Form
Exhibit 1**

I. Grantee Information

(Make sure information is complete & accurate)

- A. Grantee: _____
- B. Address: _____
(Complete Mailing, including Suite, if applicable)

City, State, Zip
- C. Contact Name/Phone #: _____
- D. Grant No: _____
- E. Project Title: _____
- F. Grant Expiration Date: _____

II. Payment Computation

- A. Payment Request No. _____
- B. Grant Amount: _____
- C. AIPP Amount (If Applicable): _____
- D. Funds Requested to Date: _____
- E. Amount Requested this Payment: _____
- F. Reversion Amount (If Applicable): _____
- G. Grant Balance: _____
- H. Final Request for Payment (If Applicable) _____

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

- IV. ☐ Reporting Certification:** I hereby certify to the best of my knowledge and belief, that reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with the Grant Agreement.

- V. ☐ Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or **Fiscal Agent (if applicable)**

Grantee Representative

Printed Name

Date: _____

Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ PO # _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer

Date

Division Project Manager

Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____
Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee
Grant Number: _____
Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 5, 2024

SUBJECT: Del Norte Heights Annexation of a Portion of Section 16, Township 18 South, Range 38 East--First Reading of Ordinance to Approve The Del Norte Heights Annexation of a Portion of Section 16, Township 18 South, Range 38 East and Authorize Publication Of Ordinance.

DEPT. OF ORIGIN: Planning Department
DATE SUBMITTED: July 25, 2024
SUBMITTED BY: Todd Randall – Assistant City Manager

Summary: The Del Norte Heights Annexation of a Portion Of Section 16, Township 18 South, Range 38 East area contains +/- 217.05 acres and is located south of Millen Drive and west of Grimes Street. The annexation proposal was presented to the Planning Board at the July 16, 2024 meeting. After review the Planning Board recommended approval to the Commission with a 3-0 vote with one abstention. If the Commission authorizes publication of the attached Ordinance, final review and adoption of the Ordinance would occur in September.

Fiscal Impact:

Reviewed By: _____
Finance Department

Digitally signed by Toby Sparr, OIL CPA
DN: cn=Toby Sparr, OIL CPA, ou=City of Hobbs, ou=Finance
Director, email=tsparr@hobbsnm.org, c=US
Date: 2024.07.25 17:29:15 -0500

The positive financial impact of the new development should offset any expenses that the City will incur from the new development being included within the City.

Attachments: Annexation Ordinance; Annexation Plat and Petition; and Draft Planning Board Minutes.

Legal Review:

Approved As To Form:

/s/ Valerie S. Chacon

City Attorney

Recommendation:

Commission consider approval of the Publication of the Ordinance Consenting to the Del Norte Heights Annexation of a Portion of Section 16, Township 18 South, Range 38 East.

Approved For Submittal By:

Todd Randall

Deputy

City Manager

Digitally signed by Todd Randall
DN: C=US, E=t.randall@hobbsnm.org,
O=City of Hobbs, OU=City Manager
Office, CN=Todd Randall
Location: City Hall
Date: 2024.07.25 17:29:15 -0500

**CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

CITY OF HOBBS

ORDINANCE NO. _____

AN ORDINANCE CONSENTING TO THE DEL NORTE HEIGHTS ANNEXATION OF A PORTION OF SECTION 16, TOWNSHIP 18 SOUTH, RANGE 38 EAST, WHICH IS PRESENTLY NOT INCLUDED IN THE CITY LIMITS, AS REQUESTED BY THE OWNER OF THE PROPERTY, AND AS RECOMMENDED BY THE PLANNING BOARD.

WHEREAS, the owner of the property has petitioned the City of Hobbs to annex to the City an area in Section 16, Township 18 South, Range 38 East, N.M.P.M Lea County, New Mexico, and containing +/- 217.05 acres; and

WHEREAS, the property is contiguous to the present corporate limits of the City, and the Petitioner is the majority of land owned within the annexation boundary; and

WHEREAS, the Planning Board conducted a Public Meeting on July 16, 2024 regarding the annexation, and after discussion of the proposal, the Planning Board unanimously recommended approval of the Annexation by a 3-0 vote and one abstention; and

WHEREAS, The City Commission has determined that it is in the best interests of the City of Hobbs to annex such territory.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, as follows:

1. That the petition requesting annexation of property into, which lands are presently outside of, the City limits hereby is approved and such territories are shown and described upon the Annexation Plat attached as Exhibit A, which is incorporated herein, hereby is annexed into the City of Hobbs.
2. That the Hobbs City Clerk will file the Annexation Ordinance and Plat with the Lea County Clerk after approval by the City Commission.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

PRELIMINARY - JUNE 18, 2024

**DEL NORTE HEIGHTS, INC. - ANNEXATION
LANDS IN SECTION 16, TOWNSHIP 18 SOUTH
RANGE 38 EAST, N.M.P.M., TO THE CITY OF HOL
LEA COUNTY, NEW MEXICO**

[illegible]

CERTIFICATE OF MUNICIPAL APPROVAL:

I, JUAN FLETCHER, THE DULY APPOINTED AND ACTING CITY CLERK OF THE CITY OF HOESS,
LEA COUNTY, NEW MEXICO, DO HEREBY CERTIFY THAT THE FOREGOING PLAT OF AN
ANNEXATION TRACT TO THE CITY OF HOESS, WAS APPROVED BY THE COMMISSION OF THE CITY
OF HOESS BY ORDINANCE No. _____ ON THE _____ OF _____, 2024 A.D.

ACKNOWLEDGMENT:

STATE OF NEW MEXICO
COUNTY OF LEA

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY
OF _____ 2024 A.D. BY JAN FLETCHER

CERTIFICATE OF APPROVAL
BY THE CITY PLANNING BOARD:

THE PLAT, RESTRICTIONS REVIEWED AND APPROVED ON THE _____ DAY
OF _____, 2024 A.D. BY THE CITY PLANNING BOARD OF HOBBS,
NEW MEXICO

ACKNOWLEDGMENT:

STATE OF NEW MEXICO
COUNTY OF LEA
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY
OF _____, 2024 A.D. BY WILLIAM HICKS, JR.

LEGEND:

- - DENOTES SET BACK STEEL ROD WITH CAP MARKED "AWC P3 1254"
- - DENOTES FOUND SET BACK STEEL ROD WITH CAP MARKED "AWC P3 1254"
- - CALCULATED CORNER
- - DENOTES PROPOSED CITY OF HOBBES CORPORATE BOUNDARY
- - DENOTES EXISTING CITY OF HOBBES CORPORATE BOUNDARY

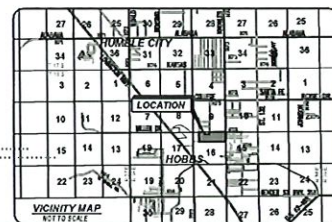
SURVEYOR'S CERTIFICATE:

I, GARY G. EGGSON, NEW MEXICO PROFESSIONAL SURVEYOR No. 12641, DO HEREBY CERTIFY THAT THIS SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION THAT I AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

PROVIDING SURVEYING SERVICES
SINCE 1948
JOHN WEST SURVEYING COMPANY
412 N. DAL PASO, HOBBS, N.M. 88240
(575) 393-3117 www.jwsc.biz
TELEX 58 10021000

NOTE:

- 1) BEARINGS SHOWN HEREON ARE MERCATOR GRID AND CONFORM TO THE NEW MEXICO STANDARD MERIDIAN. BEARINGS ARE GIVEN AS ANGLE MEASURED CLOCKWISE FROM THE GRID NORTH TO THE LINE.
- 2) THE CORNER OF THE 1.00 AC. TRACT OF LAND, BEING THE SOUTHWEST CORNER OF THE 40.00 AC. TRACT OF LAND, LOCATED AT 11N00P01 N 000000 E 000000 D, ESTABLISHED FROM GPS OBSERVATIONS AND SUBSEQUENT NGS GPS PROCESSING. DISTANCES ARE SURFACE VALUES.
- 3) ADJACENT OWNERSHIP OBTAINED FROM THE LEA COUNTY ASSESSOR'S OFFICE.
- 4) DATE OF SURVEY: MAY 2021



Scale: One Inch = Four Hundred Feet
CAD Drafter & Date: ACK - 06/18/2024
Checked By: EP
JWSC W.O. No.: 24.13.0184
REL JWSC W.O. No.: 22.11.0039
JWSC File No.: D - 1512

STATE OF NEW MEXICO
COUNTY OF LEA - FILED:

6) Review and Consider Proposed Annexation of land in Section 16, Township 18 South, Range 38 East, N.M.P to the City of Hobbs owned by Del Norte Heights Inc. Land is located at the corner of Millen Drive and Grimes Street.

Mr. Randall stated this is a request for annexation of land located at the corner of Millen Drive to Grimes Street, owned by Del Norte Heights Inc. Mr. Randall stated that Grimes Street and Millen Drive are inside City limits. The area south of Millen is outside city limits, making it an "island" of sorts within the City.

Mr. Hicks asks if Green Meadows is inside city limits. Mr. Randall stated that Green Meadows is outside the city limits. He stated the hospital and portions of the Lovington Highway are inside city limits.

Mr. Kesner discussed annexing Green Meadows and the potential for forced annexation. Mr. Randall noted that there is available property owned by Del Norte in the area that could be annexed through a petition and forced annexation process of the remaining property. Mr. Randall mentioned the possibility of state land being a petition as well and said the City has forced annexation in the past to eliminate islands outside City Limits.

Mr. Hicks asked what the benefits of annexing Green Meadows inside city limits. Mr. Randall stated it could benefit the City in terms of tax revenue with on-line purchases, although there would costs since the existing lots are not fully served with water and sewer. The City could provide these services, although there would be assessment to the adjacent property owners. It will also eliminate confusion for residents about city and county services and responsibilities, since Green Meadows is an island outside City Limits.

Mr. Kesner said due to his employer's affiliation with Del Norte Heights Inc., he is going to abstain from the vote.

Mr. Hicks recommended approving the annexation with the condition that the staff look into any challenges to adding Green Meadows property into the annexation.

Mr. Donahue made a motion to approve the Annexation of Del Norte properties along with Green Meadows with the recommendation for staff to investigate the feasibility of the additional annexation, seconded by Mr. Ramirez. The vote on the motion was 3-0, with Mr. Kesner abstaining, and the motion carried.

Adjournment

With nothing further to discuss Mr. Donahue made a motion, seconded by Mr. Ramirez to adjourn. The meeting adjourned at 12:02 p.m. The vote on the motion was 4-0 and the motion carried.

W.M. "Tres" Hicks, Chairman

PETITION FOR ANNEXATION

COMES NOW, Del Norte Heights, Inc (PETITIONER), and petitions the governing body of the City of Hobbs for its consent by ordinance for the annexation of that portion of Section 16, Township 18 South, Range 38 East, N.M.P.M. to the City of Hobbs, more particularly described as follows:

COMMENCING AT A SPINDLE FOUND FOR THE EAST QUARTER CORNER OF SAID SECTION 16, THENCE N00°41'40"W ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF 175.29 FEET, S89°21'02"W A DISTANCE OF 50.00 FEET AND N00°41'40"W A DISTANCE OF 720.11 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" FOUND FOR THE POINT OF BEGINNING; THENCE S89°20'58"W A DISTANCE OF 160.11 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" FOUND FOR A CORNER OF THIS TRACT; S00°42'33"E A DISTANCE OF 194.90 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" FOUND FOR A CORNER OF THIS TRACT; THENCE S89°20'58"W A DISTANCE OF 5076.51 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" FOUND FOR A CORNER OF THIS TRACT; THENCE N00°41'51"W A DISTANCE OF 949.78 FEET TO A 1" STEEL ROD FOUND FOR A CORNER OF THIS TRACT; THENCE N00°47'22"W A DISTANCE OF 924.71 FEET TO A 1/2" STEEL ROD FOUND FOR A CORNER OF THIS TRACT; THENCE N89°12'56"E A DISTANCE OF 1150.27 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" SET FOR A CORNER OF THIS TRACT; THENCE N00°47'04"W A DISTANCE OF 417.42 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" SET FOR A CORNER OF THIS TRACT; THENCE S89°12'56"W A DISTANCE OF 874.84 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" SET FOR A CORNER OF THIS TRACT, THENCE N00°47'04"W A DISTANCE OF 417.42 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" SET FOR A CORNER OF THIS TRACT; THENCE N89°12'56"E A DISTANCE OF 618.86 FEET TO A 1-1/2" ALUMINUM CAP FOUND FOR A CORNER OF THIS TRACT; THENCE N89°12'55"E A DISTANCE OF 2594.22 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" FOUND FOR A CORNER OF THIS TRACT; THENCE S00°41'40"E A DISTANCE OF 1692.25 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINING 217.05 ACRES MORE OR LESS.

REFER TO ATTACHED MAP & DEED

and Petitioner states in support of such Petition, pursuant to Section 3-7-17.1 of the New Mexico Statutes Annotated (1978) that:

1. The property petitioner wishes to be annexed and the real property is contiguous to the present municipal boundary of the City of Hobbs.
2. The petitioner is owner of a majority of the number of acres in the proposed annexation territory.
3. An Annexation Plat is attached hereto showing the boundaries of the real property proposed for annexation and the relationship of such property to the present municipal boundaries of the City of Hobbs.
4. The Petitioner will petition property owned within Section 17 Township 18 South, Range 38 East, N.M.P.M. and work collaboratively with the City of Hobbs for a larger annexed area with Section 17, T18S, R38E.

Petitioner: Del Norte Height, Ince

By: 

Its: VP/Sec. Treas.

7-26-24
Date



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 5th, 2024

SUBJECT: Resolution to Support A Proposed Issuance of Industrial Revenue Bonds to Support the Construction of a Battery Energy Storage System (Bess) in an Amount not in Excess of \$220,000,000.

DEPT. OF ORIGIN: City Manager's Office

DATE SUBMITTED: July 25th, 2024

SUBMITTED BY: Todd Randall, ACM

Summary: A request has been submitted to the City of Hobbs by representatives of Peregrine Energy, for the City to Issue Industrial Revenue Bonds (IRB) to support the construction of a utility-scale Battery Energy Storage System (BESS).

Industrial revenue bonds are a finance tool whereby the project receives funds upfront based on the issuance and sale of the bonds and the projects future revenue stream is pledged for the repayment of the bonds. The Municipality in this instance acts as a conduit between the project and the bond market. Issuance of these types of bonds does not affect the Municipalities bonding capacity, because the income securitizing the bonds are and will be outside the control of the Municipality. All costs associated with this issuance will be paid by the bond proceeds recipient, including fees charged by the Municipalities Bond Counsel. With the issuance of IRB the property would be in the City of Hobbs name and no property taxes would be paid during the term of the bonds. City staff is in the process of negotiating a Payment in Lieu of Taxes agreement (PILOT or PILT), which would provide annual payments to NMJC, HMS, City of Hobbs and Lea County at a fixed annual amount to each entity over the term of the IRB.

Fiscal Impact:

Reviewed By: _____
Finance Department

The property will be exempt from property taxes over the life of the revenue bonds. In lieu of the property tax abatement, a fixed annual fee will be negotiated for each entity (NMJC, HMS, City of Hobbs and Lea County) to be paid over the term of the bond. The City of Hobbs and Lea County could consider a reduced amount, since this project is in a competitive bidding process with alternative locations.

Current property tax collected on the property is \$2,123.80 by Lea County Tax Assessor.

Attachments: Resolution, Letter Request

Legal Review:

Approved As To Form: _____
City Attorney

Recommendation:

Commission to consider approval / denial of the Resolution supporting the proposed issuance of Industrial Revenue Bonds.

Approved For Submittal By:

Dept. Head

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____	Continued To: _____
Ordinance No. _____	Referred To: _____
Approved _____	Denied _____
Other _____	File No. _____

CITY OF HOBBS

RESOLUTION NO. 7531

RESOLUTION TO SUPPORT A PROPOSED ISSUANCE OF INDUSTRIAL REVENUE BONDS FOR THE CONSTRUCTION OF A BATTERY STORAGE SYSTEM IN AN AMOUNT NOT IN EXCESS OF \$220,000,000.

WHEREAS, Peregrine Energy Solutions, has proposed that the City of Hobbs issue Industrial Revenue Bonds to support the construction of a utility-scale Battery Energy Storage System (BESS) to be located within the municipal boundaries of Hobbs, NM; and

WHEREAS, a proposed letter of support is attached to this resolution, along with the local support request to the City from Peregrine Energy Solutions.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that

1. The City of Hobbs hereby approves the Letter of Support for the proposed issuance of Industrial Revenue Bonds, and the Mayor is hereby authorized to sign the letter, a copy of which is attached hereto as Exhibit "A" and made a part of this Resolution.

PASSED, ADOPTED AND APPROVED this 5th day of August, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



Office of the Mayor

200 E. Broadway
Hobbs, NM 88240

575-397-9206 bus

August 5th, 2024

Dustin Ingram, Developer
Peregrine Energy Solutions LLC
1495 Canyon Blvd, Ste 235
Boulder, CO 80302

RE: City of Hobbs issuance of a Letter of Support and Conditional Approval for the issuance of Industrial Revenue Bonds for the Construction of a Battery Storage System in an amount not in excess of \$220,000,000

Dear Mr. Ingram:

This letter is an affirmation that the City of Hobbs welcomes and supports Peregrine's proposed Utility Battery Storage Project to be located north of the intersection of Seminole Hwy. and Navajo Dr.

The City Commission has approved this letter of support for issuance of Industrial Revenue Bonds in an amount not in excess of \$220,000,000. This commitment is subject to approval of the ordinance to issue the Industrial Revenue Bonds and/or referendum.

The City of Hobbs and Peregrine shall negotiate final terms of the lease agreement and payment in lieu of property tax (PILT), as described in the letter request. In addition, the City of Hobbs and Peregrine shall request approval from Lea County for the abatement of County property tax.

If we can be of any assistance during the development process please feel free to call us. Should you or your staff have any questions please contact Manny Gomez, City Manager at (575) 397-9206. We look forward to working with you.

Sincerely,
CITY OF HOBBS, NEW MEXICO

Sam D. Cobb - Mayor



PEREGRINE ENERGY

Dear Manager Gomez,

Peregrine Energy Solutions is requesting a resolution of support from the Hobbs City Commission for an Industrial Revenue Bond (IRB) to support the construction of a utility-scale Battery Energy Storage System (BESS) to be located within the municipal boundaries of Hobbs, NM.

Peregrine Energy Solutions is an innovative, integrated, and multi-technology clean energy independent power producer founded at the foothills of the Rocky Mountains in Colorado with a unique focus on utility-scale energy storage. Peregrine proudly represents a diverse workforce where 41% of our employees are female or minority and we are minority-founded and run.

Additionally, Peregrine, who was awarded the Platinum HIRE Vets Medallion Award from the U.S. Department of Labor, and places a high value on the skills and experience our servicemembers gain while serving in the military. As such, 21% of Peregrine employees are either veterans who have previously served in the U.S. Military or are currently serving in the Guard or Reserve.

Currently, Peregrine is developing 53 projects across 13 North American states and provinces for 7,700 Megawatts of clean energy being interconnected to the grid.

Peregrine Energy expects that the Hobbs BESS project will have capital expenditures of \$150,000,000 in personal property and \$20,000,000 in real property (with additional contingency cost of \$25,000,000. In lieu of property and gross Receipts/compensating taxes on equipment that would be abated with the IRB, Peregrine Energy would provide payment in lieu of taxes equal to the amount that would have been generated for this project for the Hobbs Municipal Schools and the New Mexico Junior College. Additionally, Peregrine Energy would provide the City of Hobbs with an annual payment equal to 5% of the projected unabated gross property taxes for the term of the IRB. We estimate that over the course of the 30 year IRB, the Hobbs BESS project would generate \$8,805,808 for the Hobbs Municipal Schools, \$3,607,922 for New Mexico Junior College, and \$1,226,799 for the City of Hobbs.

We are excited about the Hobbs BESS project, and look forward to your support.

Dustin Ingram, Developer